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**AGREEMENT**

between the

**DELTON-KELLOGG SCHOOL DISTRICT**

and the

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO**

**MECHANICS  
BARGAINING UNIT**

**JULY 1, 2008 - JUNE 30, 2011**

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## ARTICLE I

### UNION RECOGNITION

The Delton-Kellogg Schools hereby recognize 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.

The term "**employee**" as used herein shall include permanent Maintenance Mechanic, Lead Utility Mechanic and the Utility Mechanic.

## ARTICLE II

### UNION SECURITY

Within ten (10) days from the completion of their probation period, employees shall pay either:

1. Dues to the Union, or;
2. A service fee in the amount of regular monthly dues.

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).

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.

The Union agrees to hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of, or by reason of the Employer's compliance with the provisions of this Article.

### **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 fifteenth (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 Representative 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 has occurred. When a new 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, classifications, and 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 classification and to negotiate the rate of pay.

### **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 employees 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 Union is displaced thereby.

C. Adult employees devoting twenty (20) hours or more 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 workforce, 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 employees 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 an 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 illegal drugs or compounds into, or consuming intoxicants or illegal drugs or compounds on any School property, or reporting to work under the influence of intoxicating liquor or illegal drugs or compounds in any degree whatsoever;
9. Neglect of duty;

10. Negligence or willful damage to public property, waste, or misappropriation of public supplies;
11. Violation of any lawful regulation or order made (by a supervisor);
12. Willful violation of any provisions of this Contract;
13. Deliberate falsification of records and reports.

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 principles 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, age or sex.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

A claim by a non-probationary employee that there has been a violation, misinterpretation or misapplication of any express language of this Agreement may be processed as a grievance as hereinafter provided.

#### **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance not appealed within the designated time periods shall be considered settled. Failure to respond by the administration within the designated time period will move the grievance to the next Step.

The following grievance steps shall be the exclusive Grievance Procedure utilized by the employees. The aggrieved shall have the right of Union representation on any or all Steps of the Grievance Procedure.

**Step 1.**

A. An employee having a grievance shall present it orally to his supervisor within five (5) working days following the occurrence of the complaint, or the time the grievant reasonably should have learned of the event.

The supervisor will have five (5) working days to respond to the grievance.

B. If the complaint is not settled at Step 1(A) within five (5) working days, the employee and Union Steward shall commit the grievance to writing and submit the written grievance to the immediate supervisor. The grievance shall list the alleged violation and relief sought. The supervisor shall respond within five (5) working days. If the decision is unsatisfactory to the employee, the grievance will be appealed to Step 2.

**Step 2.**

The written grievance will be appealed to the Superintendent of Schools within five (5) working days of the supervisor's written response. The Superintendent shall have ten (10) working days to investigate the grievance and respond in writing to the Union Steward.

**Step 3.**

If the decision at Step 2 is unsatisfactory to the Union, the grievance shall be appealed to the Board of Education within five (5) working days. The Board of Education shall investigate and respond in writing within ten (10) working days. The Board of Education may submit the grievance to a committee at their discretion, with the ultimate decision being rendered by the full Board.

\* Prior to Step 4, and upon mutual agreement, the issues involved may be submitted for non-binding mediation to the Michigan Employment Relations Commission (MERC) prior to arbitration. A mediation agreement requires the consent of both parties.

**Step 4.**

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted for arbitration. The request for arbitration shall be made within ten (10) working days of the Board's decision. In the event the parties cannot agree on the choice of an arbitrator within ten (10) working days after receipt of the notice of the intent to arbitrate, the parties shall obtain a list of nine (9) arbitrators from MERC. The arbitrator shall then be selected from said panel by each deleting one (1), in turn, until only one (1) name remains.



## **Powers of the Arbitrator**

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

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

2. In rendering decisions, an arbitrator shall give due regard to the responsibility of management, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by his/her agreement.

3. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

4. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union; subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

5. (a) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that they may have received from any source of a like nature during the period of the back pay.

(b) No decision in any one case shall require a retroactive wage adjustment in any other case, unless previously agreed to by the parties.

6. Where no compensation and/or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one. The costs of the arbitrator shall be paid by the losing party. Should a split decision occur, the costs shall be shared equally by the Union and the Board.

7. He/she shall not rule on an issue involving employee evaluations.

## **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 this Agreement.

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

C. Employees shall be laid off and recalled according to their seniority in their classifications. The classifications shall be as follows: Mechanic Maintenance; Lead Utility Mechanic; Utility Mechanic; Bus Mechanic and Mechanic II. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee who is in a classification previously held by the employee. An employee shall be eligible for recall for a period of two (2) years from the effective date of their lay-off. An employee shall not be entitled to bump or be recalled to positions outside the Bargaining Unit.

D. An agreed to seniority list shall be made available to the Union on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of the 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 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 (1/2) the total years 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 quit 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 list 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 boards and the employees 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.

Vacancies during the school year (with the exception of the last month of the school year) shall be posted within two (2) working days and filled within five (5) working days after the deadline for posting. The filling of bid positions shall take place in accordance with the present agreement understanding. Any position awards made during the period between the last month of the school year and the beginning of the next shall be effective at the first Monday before the beginning of the school term. However, there may be exceptions to this in cases of need as is determined by the supervisor. Rates of pay for the awarded positions shall be effective as of the date the employee begins working in the position.

Only employees 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 a temporary basis. When the employee returns from sick leave, the temporary employee shall be laid off. Temporary fillings shall be from new hires.

The employee transferred through the bidding process shall have fifteen (15) working days in the new classification to determine his/her ability to perform the duties of the bid job.

If unable to perform the duties required to the satisfaction of the supervisor, or if during the fifteen (15) day trial period an employee who has transferred from any classification determines dissatisfaction with such transfer, this person will be returned to his/her old position and the next senior applicant who originally bid on the job will be transferred.

All jobs bid shall be held until the subsequent bidding process is completed, and an employee may be awarded a bid only once during that bidding process. All changes in jobs developing from that bidding process shall be made the first Monday following the notification of all employees involved. The School may fill any job opening on a temporary basis until the bidding process is completed.

## 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  
New Year's Day  
Presidents Day (if school is not in session)  
Friday before Memorial Day (if school is not in session)  
Memorial Day  
July Fourth  
Friday before Labor Day  
Labor Day  
Wednesday Afternoon before Thanksgiving  
Thanksgiving Day  
Day after Thanksgiving Day  
Last Scheduled Work Day Before Christmas  
Christmas Day  
One-Half (1/2) Day Good Friday (if school is in session)  
Good Friday - All Day (if no school is in session)

B. Employees required to work on any of the above legal holidays shall receive time and one-half (1-1/2) 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, LEAVES OF ABSENCE

#### Section 1.

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 one hundred twenty (120) days.

A. Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness or injury.

B. Illness or accident in the immediate family.

1. An employee may take two (2) days per year of sick leave, without loss of pay, for illness or disabling accident in the immediate family of the employee. Additional days, subject to the approval of the Superintendent or his designee, will also be charged against sick leave.

2. Immediate family shall be limited, in the case of illness or disabling accident, to spouse, children, parents and grandparents.

C. The School may request medical verification from a medical doctor after three (3) consecutive sick days.

#### Section 2.

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, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-children and grandchildren 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 3.

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

#### Section 4.

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

B. All reasons for leaves 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 an employee is on a leave of absence.

### **Section 5.**

Each employee covered by this Agreement shall be entitled to two (2) personal business days. Such days may be taken in one-half (1/2) day segments. Any unused days will be converted to sick leave accumulation. In addition, each employee shall receive one (1) personal business day which cannot be converted to sick leave accumulation and must be scheduled with prior approval of the supervisor.

## **ARTICLE XIV**

### **VACATIONS**

1. All employees from one (1) through four (4) years of service shall be entitled to two (2) weeks vacation with pay; five (5) years of service through nine (9) years of service, three (3) weeks vacation with pay; ten (10) years of service and over, four (4) weeks vacation with pay.

2. (a) Employees (upon approval of the School) may be permitted to take their vacation at any time during the year, but not more than one (1) employee to be on vacation at a time during the school year unless prior approved by the supervisor.

(b) Additional employees may be on vacation during the school year at the discretion of the supervisor.

3. Earned vacations cannot be carried over from year to year. There shall be no combining of two (2) years vacation. No employee shall be granted vacation two (2) weeks prior to the School beginning date, without prior approval.

4. When two (2) or more employees request the same or overlapping vacation periods, the employee who first applied will be given preference. When two (2) 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 (2) or more employees shall be made on the basis of their relative seniority.

## **ARTICLE XV**

### **JURY DUTY**

Recognizing it is 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 buildings 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 grievances, 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**

### **HOURS AND WORK WEEK**

#### **Section 1. Hours and Work Week**

The regularly scheduled work week shall consist of five (5) eight (8) hour days, or a forty (40) hour work week for all regular assigned full-time employees. The Employer will take measures in scheduling the workload to reasonably ensure that employees receive an uninterrupted lunch period unless otherwise agreed to between the employee and their supervisor.

A. 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 (1-1/2), providing more than forty (40) hours are worked in one (1) week. Paid time off shall be considered hours worked when determining overtime eligibility. Compensatory time may be taken at the overtime rate.

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 (1-1/2) his regular rate, or a minimum of three (3) hours pay at his straight time hourly rate, whichever is greater. Employees shall be paid double time (2X) for any work requested on a holiday weekend.

D. 1. 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 (1) 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.

2. Notice of overtime shall be posted on the employee bulletin boards for a minimum of forty-eight (48) hours prior to such overtime, except in cases of emergency. Employees desiring to work such overtime shall sign the posting at the beginning of their shift following the posted notice.

E. Each employee covered by this Agreement shall be entitled to two (2), fifteen (15) minute rest periods (on the premises) during their shift.

## **Section 2. Hospitalization and Life Insurance**

The School shall provide MESSA Choices II insurance coverage (with a ten dollar [\$10.00]/twenty dollar [\$20.00] prescription drug co-pay) for each employee, as needed, for twelve (12) months. The Employer shall pay the full cost of the full family premium, minus a sixty dollar (\$60.00) per month employee contribution (effective July 1, 2009), or the full cost of the premium of the coverage of the employees. The School will not be obligated to provide duplicate coverage for employees in the School system.

The Board reserves the right to change insurance carriers and/or underwriters during the term of this Agreement, as long as comparable coverage is maintained. Any change in health insurance carriers requires the agreement of the Union, as to comparability, prior to any changes being implemented. For each insurance year (July-June), the School shall reimburse each employee the difference between the previous five dollar (\$5.00) prescription drug co-pay and the new ten dollar (\$10.00) prescription drug co-pay, up to two hundred dollars (\$200.00) per year. Employees shall provide receipts for such co-pays to the School Business Office for reimbursement.

The Board's sole responsibility is to provide the appropriate premium rates on behalf of eligible employees. The insurance protection offered under this Agreement is subject, in all respects, to the rules and regulations of the various insurance carriers and/or underwriters.



A. An employee may purchase (at full cost to him/her) 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 ten thousand dollars (\$10,000.00) life insurance and/or an accidental death and dismemberment policy for each employee covered under this Contract.

**Vision Insurance**

The Board shall provide vision insurance with the following minimum benefits:

Exam	\$15.00
Regular Lens	\$10.00 per lens
Bi-Focal	\$12.00 per lens
Tri-Focal	\$15.00 per lens
Frames	\$ 8.00
Contacts	\$25.00 per lens

**Dental Insurance**

The Board will contribute the full premium payment toward the purchase of a 50/50 dental plan to those employees working at least thirty (30) hours per week for the calendar year. The Board reserves the right to select the dental insurance carrier during the term of this Agreement.

**Section 3. Hourly Wage Schedule**

**A. Hourly Wage Schedule**

<i>Classification</i>	<i>2007-2008</i>	<i>2008-2009</i>	<i>2009-2010</i>	<i>2010-2011</i>
Lead Maintenance/ Grounds	\$19.25	\$19.35	\$19.54	\$19.64
Lead Mechanic	\$19.25	\$19.35	\$19.54	\$19.64
Maintenance/Grounds/ Mechanic				
Probation	\$15.29	\$15.37	\$15.52	\$15.60
Step 1	\$16.09	\$16.17	\$16.33	\$16.41
Step 2	\$16.41	\$16.49	\$16.65	\$16.73
Step 3	\$16.74	\$16.82	\$16.99	\$17.07
Step 4	\$17.07	\$17.16	\$17.33	\$17.42
Step 5	\$17.42	\$17.51	\$17.69	\$17.78
Incumbents	\$18.25	\$18.34	\$18.52	\$18.61

**B. Longevity Bonus**

\$ 50.00	After Five (5) Years of Service
\$ 60.00	After Six (6) Years of Service
\$ 70.00	After Seven (7) Years of Service
\$ 80.00	After Eight (8) Years of Service
\$ 90.00	After Nine (9) Years of Service

Fifteen dollars (\$15.00) additional for each additional year of service.

**Section 4. Attendance Bonus**

A. Employees who maintain perfect attendance for a full year shall receive three (3) bonus days pay. Employees who miss three (3) days or less, but have not maintained perfect attendance, shall receive two (2) bonus days pay. Criteria for the attendance bonus are as follows:

1. Punches in on time;
2. Punches out at proper time;

3. No sick days;
4. Funeral leave, vacations, holidays and personal business days are acceptable.

B. The Employer will honor its lawful obligation to contribute to the Public School Employees' Retirement System.

## **Section 5. Supervisory Responsibilities**

Any bargaining unit member who is given specific supervisory duties in the absence of the Operations Supervisor, as assigned by the Superintendent or his/her designee, shall receive an additional fifty cents (\$.50) per hour added to their rate.

## **ARTICLE XVIII**

### **UNIFORMS**

A. The 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 upkeep shall be the responsibility of the employees. Uniforms identifying each employee shall be worn during working hours.

B. If an employee terminates or is discharged between September 1st and December 1st, the cost of four (4) uniforms will be deducted from his final pay; between December 1st and March 1st, an employee terminating or discharged - the cost of two (2) uniforms will be deducted from the employee's final pay; between June 1st and September 1st, an employee terminating or discharged -the cost of one (1) uniform will be deducted from his final pay.

## **ARTICLE XIX**

### **MATERIAL HANDLING & SAFETY**

The Employer will make readily available material safety data sheets regarding any products being used. The Employer will provide the safety equipment necessary to be in compliance with State and Federal regulations.

## ARTICLE XX

### PART-TIME EMPLOYEES' FRINGE BENEFITS

#### A. Part-Time Employees

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-rata vacation, holiday, sick leave and bereavement pay benefits. Part-time employees are not eligible for any other fringe benefits.

## ARTICLE XXI

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board of Education has the final responsibility for the direction and control of all aspects of the affairs of the school district, and this Agreement shall be so applied and interpreted unless modified by specific terms of this Agreement.

B. All rights and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

C. The Board shall have the sole authority to establish qualifications, including standards for promotions outside the Unit.

D. An employee shall have access to the grievance process if any provision of this Agreement is allegedly violated by the exercise of such management function.

**ARTICLE XXII**

**BINDING EFFECTIVE AGREEMENT**

This Agreement shall be binding upon the parties hereto.

**Scope, Waiver and Alteration of Agreement**

**Section 1.**

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 2.**

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.

**Section 3.**


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**

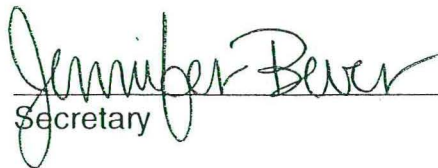
This Agreement shall become effective on **July 1, 2008**, and remain in full force and effect until **June 30, 2011**. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by certified mail sixty (60) days prior to its anniversary date.

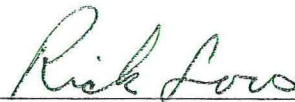
**DELTON-KELLOGG SCHOOLS**

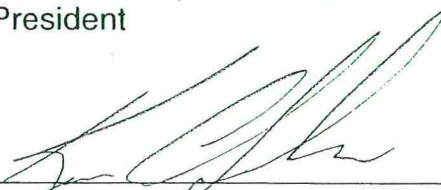
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording-Corresponding Secretary

NOTE: The District and the Union will continue to investigate whether participation in a Section 125 Cafeteria Benefits Plan is feasible and of benefit to the employees in a cost neutral manner for the Employer. If possible, a Letter of Understanding will be developed to address this matter.

## APPENDIX A

### JOB DESCRIPTIONS

#### Lead Maintenance/Grounds

##### A. General Responsibility

Lead Maintenance/Grounds shall be responsible for the performance of his/her duties involving the maintenance of buildings and school properties and equipment. Also leads a crew involved in the maintenance and repair of school facilities and equipment.

##### B. General Work Summary

1. Performs a variety of jobs in and around school buildings and grounds. Operates and maintains gas or oil-fired boilers and such related auxiliary equipment as steam engines, air compressors and generators to provide steam, electric power and auxiliary services. Observes meters and gauges to determine condition of operating equipment and to regulate flow of water and fuel in accordance with needs and safety standards. Adjusts and repairs equipment. Cleans and supervises cleaning of boilers and related equipment. Records data such as hours of operation, temperature and pressure, fuel consumption, and other information as requested or established. Performs assigned duties such as cleaning and maintenance of incinerators, recharging of water softeners, unplugging of sewers, work benches and compound pumps. Performs or assists in plumbing, masonry, carpentry, painting, electrical work, refrigeration and boiler repair tasks. Assembles wood-metal cabinets, lockers, etc. Installs and removes windows, partitions, ceiling, floor tiles, light bulbs, light fixtures, doors, air conditioners, pumps, laundry equipment, motors, and hot water tanks. Makes repairs to same. Gives assistance as needed to the unloading or loading of supplies, equipment or materials. Provides lead direction and project coordination; receives work orders and allocates work to appropriate staff in the area of work assigned; order and estimate materials and supplies needed in the area of work assigned; determine repair vs. replacement issues.

2. Any general custodial work done will be on an emergency basis. Assignment of overtime work shall be within the maintenance area; however, he/she may be required to perform custodial work if sufficient custodial personnel are not available.

3. May demonstrate minor procedures to other employees.

4. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion and storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives.

5. Notifies the office whenever he/she leaves the building or will be working in one specific area for a significant period of time.

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

7. Other maintenance related work as directed by the supervisor and/or authorized personnel.

8. Prepare and maintain all athletic fields.

9. Maintain and clean parking lots and roadways regarding snow, ice and litter.

10. Responsible for the perimeter of the buildings, including mowing of grass, pulling weeds, maintenance of shrubs and trees, picking up litter, snow and ice removal.

11. Responsible for the maintenance of equipment.

#### C. Personal Qualifications

1. Ability to speak, read, write, and to make suitable arithmetic calculations, and to follow technical written and oral instruction.

2. Knowledge of steam powered equipment, blueprint reading, boiler room operation, steam equipment repairs and installation preferred. Knowledge of firing, safety, flue cleaning and equipment repair desirable.

3. Must have had progressive experience in tending various types of pressure boilers and auxiliary equipment.

4. Should be able to operate and repair specialized equipment such as air conditioning, refrigeration and water purifying equipment.

5. Willingness to work for the best interests of the school district and to perform duties with due consideration for administration, teachers, students and visitors.

6. Must conform and understand the principles and philosophies under which this institution is operated.



## Maintenance/Grounds/Mechanic Specialist

### A. General Responsibility

Maintenance/Grounds/Mechanic Specialist shall be responsible for the performance of his/her duties involving the maintenance of buildings and school properties, school equipment and school buses.

### B. General Work Summary

1. Performs a variety of jobs in and around school buildings and grounds. Operates and maintains gas or oil-fired boilers and such related auxiliary equipment as steam engines, air compressors and generators to provide steam, electric power and auxiliary services. Observes meters and gauges to determine condition of operating equipment and to regulate flow of water and fuel in accordance with needs and safety standards. Adjusts and repairs equipment. Cleans and supervises cleaning of boilers and related equipment. Records data such as hours of operation, temperature and pressure, fuel consumption, and other information as requested or established. Performs assigned duties such as cleaning and maintenance of incinerators, recharging of water softeners, unplugging of sewers, work benches and compound pumps. Performs or assists in plumbing, masonry, carpentry, painting, electrical work, refrigeration and boiler repair tasks. Assembles wood-metal cabinets, lockers, etc. Installs and removes windows, partitions, ceiling, floor tiles, light bulbs, light fixtures, doors, air conditioners, pumps, laundry equipment, motors, and hot water tanks. Makes repairs to same. Gives assistance as needed to the unloading or loading of supplies, equipment or materials. Repair and maintenance of school bus engines, air brakes, drive trains and miscellaneous items. Minor school bus body repair.

2. Any general custodial work done will be on an emergency basis. Assignment of overtime work shall be within the maintenance area; however, he/she may be required to perform custodial work if sufficient custodial personnel are not available.

3. May demonstrate minor procedures to other employees.

4. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion and storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives.

5. Notifies the office whenever he/she leaves the building or will be working in one specific area for a significant period of time.

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

7. Other maintenance related work as directed by the supervisor and/or authorized personnel.

8. Prepare and maintain all athletic fields.

9. Maintain and clean parking lots and roadways regarding snow, ice and litter.

10. Responsible for the perimeter of the buildings, including mowing of grass, pulling weeds, maintenance of shrubs and trees, picking up litter, snow and ice removal.

11. Responsible for the maintenance of equipment.

### C. Personal Qualifications

1. Ability to speak, read, write, and to make suitable arithmetic calculations, and to follow technical written and oral instruction.

2. Knowledge of steam powered equipment, blueprint reading, boiler room operation, steam equipment repairs and installation preferred. Knowledge of firing, safety, flue cleaning and equipment repair desirable.

3. Must have had progressive experience in tending various types of pressure boilers and auxiliary equipment.

4. Should be able to operate and repair specialized equipment such as air conditioning, refrigeration and water purifying equipment.

5. Willingness to work for the best interests of the school district and to perform duties with due consideration for administration, teachers, students and visitors.

6. Must conform and understand the principles and philosophies under which this institution is operated.

7. Ability to repair and maintain school bus engines, air brakes, drive trains and miscellaneous items.

8. Ability to perform minor body repair.

9. The Specialist position requires the ability to perform duties across different specialties at the direction of the Lead Maintenance/Grounds or Lead Mechanic and/or the Supervisor, provided the employee is qualified to perform the required work.

## **Lead Mechanic**

### **A. General Responsibility**

Lead Mechanic shall be responsible for the performance of his/her duties involving the maintenance and repair of school buses, vehicles, related equipment and maintaining a safe and efficient garage. The Lead Mechanic shall be responsible for monitoring and maintaining priority work assignments and working with Lead Maintenance/Grounds and/or the Supervisor to assure adequate work coverage.

### **B. General Work Summary**

1. Performs a variety of jobs in the bus garage, maintaining and repairing the school bus fleet. Works on all aspects of vehicle repair and maintenance of engines, air brakes, drive trains and miscellaneous items normal to bus repair. Maintains adequate and proper tools. Adjusts and repairs equipment. Maintains a clean and efficient garage. Gives assistance as needed to the unloading or loading of supplies, equipment or materials. Provides lead direction and project coordination; receives work orders and allocates work to appropriate staff in the area of work assigned; order and estimate materials and supplies needed in the area of work assigned; determine repair vs. replacement issues.

2. May demonstrate minor procedures to other employees.

3. He maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion and storm damage. He reports any matter of potential danger, misconduct, and equipment malfunction, and renders assistance until help arrives.

4. Notifies the office whenever he/she leaves the building or will be working in one specific area for a significant period of time.

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

### **C. Personal Qualifications**

1. Ability to speak, read, write, and to make suitable arithmetic calculations, and to follow technical written and oral instruction.

2. Willingness to work for the best interests of the school district and to perform duties with due consideration for administration, teachers, students and visitors.

3. Must conform and understand the principles and philosophies under which this institution is operated.

4. Able to qualify for CDL Class B (PS) driving endorsement plus air brakes.

5. Experienced in mechanical procedures and able to demonstrate competency in this area.

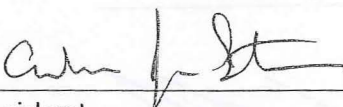
APPENDIX B

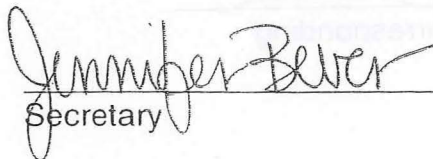
LETTER OF UNDERSTANDING

Joint Labor-Management Committee

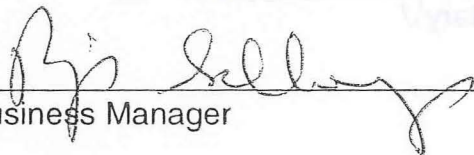
This letter established a joint Labor-Management Committee which will meet once per month upon the request of either party. Each committee team may consist of up to three (3) members. The joint Labor-Management Committee does not circumvent or replace the Grievance Procedure.


BOARD OF EDUCATION  
DELTON-KELLOGG  
SCHOOL DISTRICT


  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
President

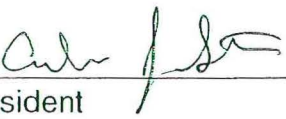
  
\_\_\_\_\_  
Recording-Corresponding Secretary

**LETTER OF AGREEMENT**

The parties agree that if any other Bargaining Unit employees within the School District are able to combine breaks and utilize them as their lunch period, the District and the Union will immediately meet to negotiate over this issue.

**BOARD OF EDUCATION  
DELTON-KELLOGG  
SCHOOL DISTRICT**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

  
\_\_\_\_\_  
President

  
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Recording-Corresponding  
Secretary