

June 30, 1975

GULL LAKE COMMUNITY SCHOOLS,  
KALAMAZOO, BARRY AND CALHOUN COUNTIES, MICHIGAN

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 547

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## A G R E E M E N T

THIS AGREEMENT, Made by and between GULL LAKE COMMUNITY SCHOOLS, KALAMAZOO, BARRY AND CALHOUN COUNTIES, MICHIGAN, (hereinafter called the "School") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 547, (hereinafter called the "Union") WITNESSETH:

### ARTICLE I

#### RECOGNITION

1. The School hereby recognizes the Union as the sole and exclusive collective bargaining agent for the employees for the purpose of collective bargaining with respect to their rates of pay, wages, hours and conditions of employment.

2. For the purpose of this agreement the word "employees" shall mean all regular "full time" and "part time" custodians, except supervisory and maintenance personnel. Such employees shall constitute the bargaining unit.

### ARTICLE II

#### UNION OBLIGATIONS

The Union agrees that:

1. It will not discriminate against any person in the bargaining unit by reason of sex, race, religion or national origin.

2. It will cooperate with the School in attempting to insure that reasonable work standards, schedules, rules and regulations of the School are complied with and will not, directly or indirectly encourage or cause any concerted work stoppage, slowdown, strike or other interference with the day to day operations of the School.

3. No Union activity, aside from those specifically authorized in this Agreement will be allowed to interfere with or interrupt the day to day operations of the School.

### ARTICLE III

#### MANAGEMENT RIGHTS

The School 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, and the United States, and all rights and powers to manage the School and direct the employees of the School, except as otherwise expressly provided in this Agreement.

#### ARTICLE IV

##### DUES CHECK-OFF

1. The School shall deduct from the wages of those members of the bargaining unit who are Union Members the dues uniformly required as a condition of membership in the Union, provided, however, that no such deduction shall be made without the prior authorization of each such employee. The dues so collected shall be remitted to the Union on or before the 15th day of the month following such deduction.
2. The dues, when deducted, shall be separately accounted.

#### ARTICLE V

##### DISTRICT CHILDREN'S FUND

1. In recognition of the desire of the School to allow its employees the freedom of choice in the matter of Union membership and in recognition of the mutual interest of the parties in the needs of the children of the District, the "District Children's Fund" is hereby continued in accordance with the prior agreement of the parties.
2. An employee within ten (10) days after the completion of his probationary period shall either join the Union and remain a member in good standing or shall contribute to the "District Children's Fund" an amount of money equal to the Union initiation fees and dues from time to time charged.
3. If the Union shall fail, neglect or refuse to accept an employee as a member of the Union, such employee may continue employment with the School so long as his work is satisfactory to the employer by contributing to the "District Children's Fund" as provided above.
4. Contributions to the Fund shall be placed in a separate account of the School and shall be disbursed as the committee composed of two representatives of each party shall from time to time deem desirable. No monies shall be disbursed to or for the benefit of the School or the Union.

ARTICLE VI

DISCIPLINE AND DISCHARGE

1. The School shall have the right to dismiss, suspend or impose other disciplinary action for just cause, provided that the employee shall have the right to defend himself in such proceedings. The School shall furnish written notice of such action to the employee and the Union.

2. All dismissals or suspensions shall be without pay.

ARTICLE VII

GRIEVANCE PROCEDURE

STEP 1.

A. An employee having a grievance shall present it orally to his supervisor.

B. If the grievance is not settled orally, the employee, within 48 hours, may request the supervisor to call the steward.

STEP 2.

A. The steward together with the aggrieved employee shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.

B. The aggrieved employee and his supervisor shall sign the grievance.

C. The grievance shall be submitted to the superintendent or his designate within five (5) working days from the date of Step 1A.

STEP 3.

A. The steward and the Union shall meet with the superintendent or his designate to discuss the grievance within five (5) days of its written submission.

B. The superintendent or his designate shall give his decision in writing within five (5) days from the meeting with the steward.

STEP 4.

A. If the Union so requests within ten (10) days of the receipt of the written decision of the superintendent or his

designate, the School or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation, and binding or advisory arbitration.

B. The procedure herein provided shall not prohibit the Union or the School from recourse to normal mediation provided by Michigan law.

#### ARTICLE VIII

##### NEW JOBS

1. The School shall have the right in its discretion to establish, modify, or eliminate existing classifications or positions, and to establish such new or revised job descriptions, specifications, classifications and rates of pay as may be appropriate, provided, however, that such action shall not be for the purpose of reducing the rate of a job in which no substantial change in the job itself has occurred.

2. The School shall notify the Union of such action and the parties agree to meet within thirty (30) days to negotiate the rate and classification.

#### ARTICLE IX

##### JURISDICTION

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. This provision does not include nor shall it affect the use of Christmas vacation and summer vacation temporary employees.

#### ARTICLE X

##### 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.

ARTICLE XI

HOLIDAYS

1. Employees shall receive the following holidays, namely:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July Fourth	Christmas Day

Christmas and New Year's holidays shall commence at 1:00 p.m. on the day preceding if a work day and school is not in session.

2. An employee shall receive his regular compensation for the above holidays if the holiday shall be celebrated by law on a work day and if the employee was not absent the last work day preceding the holiday and the first work day following the holiday.

3. If an employee is scheduled to work on a holiday, he shall be paid at the rate of time and one-half of his base rate.

4. If an employee is not scheduled to work on a holiday but his services are required for an emergency, he shall receive double his regular base rate for all hours worked, with a minimum of two (2) hours.

Those hours paid for at the double time rate shall be deducted from the holiday pay: Example:

HOLIDAY	-	EMERGENCY
Call in - one (1) hours required work		
paid 2 hours at double time =		4 hours pay
holiday pay 8 hours - 2 hours =		6 hours pay
Total pay	=	10 hours pay
Call in - four (4) hours required work		
paid 4 hours at double time =		8 hours pay
holiday pay 8 hours - 4 hours =		4 hours pay
Total pay	=	12 hours pay

ARTICLE XII

FUNERAL LEAVE

1. If a spouse, child, brother, sister, parent or person standing in loco parentis to an employee or the parents

or persons standing in loco parentis of the spouse of the employee shall die and the employee shall attend the funeral of such person, he shall be entitled to three (3) days leave if reasonably required and not more than five (5) consecutive days in the event of multiple deaths.

2. If the brother, sister, parent or grandparents of the employee's spouse shall die and he shall attend the funeral of such person, he shall be entitled to three (3) days leave if reasonably required and not more than five (5) consecutive days in the event of multiple deaths, which days shall be charged against sick leave.

3. Additional time may be granted as reasonably required for travel to the funeral, which additional time shall be chargeable to sick leave.

4. An employee shall be entitled to receive one (1) leave day when required to serve as a pallbearer at a military funeral, which leave shall be charged to sick leave.

#### ARTICLE XIII

##### SENIORITY

1. A new employee, or an employee promoted to a higher classification, shall be on a probationary status for the first ninety (90) days of active employment or until he has completed at least thirty (30) days of a school term, whichever shall be longer. During the probationary period, the retention of a new employee, or of an employee in his higher classification, shall be at the discretion of the School.

2. Seniority shall begin to accumulate at the completion of the probationary period, provided, however, that an employee who has been promoted to a higher classification or to a supervisory position, shall continue to accumulate seniority in his former classification.

3. All seniority is lost by an employee who resigns or is dismissed for just cause.

4. An employee shall be laid off, recalled or demoted according to his seniority in his classification. An employee on scheduled lay off shall have the right to displace an employee with less seniority in the same classification, provided, that the senior employee is qualified to perform the duties of the position and provided further that during his term of office, the steward shall be given first consideration for the purposes

of shift preference, lay off and recall only, if he is qualified to do the required work. Upon the termination of his term, he shall be returned to his regular status. Only one steward at a time shall be given the foregoing preferential status.

5. An employee in the bargaining unit elected or appointed to a full time office in the International Union whose duties require his absence from his work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his term of office and at the end of such term he shall be entitled to resume his regular seniority status and all job and recall rights.

6. An employee who shall have attained age sixty-five (65) shall be automatically terminated at the end of the fiscal year in which his 65th birthday occurs. Upon the written request of an employee, the School may extend the retirement date on such terms as it shall deem proper.

#### ARTICLE XIV

##### TRANSFERS AND PROMOTION PROCEDURE

1. Employees shall be divided into three (3) classifications as set forth on Exhibit "A".

2. Notice of all vacancies and newly created positions within the unit shall be posted on employee bulletin boards within five (5) days, and the employee shall be given three (3) working days in which to make application to his supervisor to fill the vacancy or new position.

3. Promotions and transfers shall be at the discretion of the School on the basis of seniority. To be eligible for consideration, an employee must have performed satisfactorily in his present classification or position and must be qualified to perform the duties of the new classification or position. If a transferred employee does not satisfactorily perform the duties of the new classification or position during the probationary period, the School in its sole discretion, may revert him to his former classification or position and such action shall not be the subject of a grievance.

4. An employee temporarily transferred 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.

5. Temporary transfers shall be for a period no longer than is reasonably necessary.

6. A seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year.

7. An employee shall not be eligible as of right to more than one (1) transfer or new assignment within any twelve (12) month period.

#### ARTICLE XV

##### VACATIONS

1. Except as hereinafter provided, each employee shall receive vacation with pay as follows:

<u>Employment Period</u>	<u>Vacation</u>
A. 1 year of uninterrupted service	1 calendar week
B. 2 years of uninterrupted service	2 calendar weeks
C. 7 years of uninterrupted service	3 calendar weeks
D. 12 years of uninterrupted service	4 calendar weeks

2. The School shall establish a vacation schedule and shall to the extent consistent with its staffing needs, schedule vacations at times convenient to the employees.

#### ARTICLE XVI

##### JURY DUTY

Employees requested to appear for jury qualification or service or subpoenaed as a witness shall receive their pay from the School for such time lost as a result of such appearance or service, less any compensation received for such jury service or appearance, up to a period of sixty (60) days.

#### ARTICLE XVII

##### VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon the request of the Union) 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 the purpose of assisting in the adjustment of grievances; provided,

that such visitations shall not be in areas which would be detrimental to the management and function of the School or its students.

#### ARTICLE XVIII

##### SICK LEAVE

1. All regular full time employees covered by this Agreement will be entitled to sick leave accumulated at the rate of one (1) day per month with a limit of seventy (70) days. No payment for unused sick leave shall be made and, if an employee shall not complete the contract period, the School shall be reimbursed for any days used in excess of the proportionate leave days earned after the date of termination. Sick leave shall be allocated in one-half day increments, shall be charged against working days only and shall cease to accumulate during such period as an employee may be receiving Workmen's Compensation or disability insurance benefits.

2. All employees shall be entitled to one (1) day per year for personal emergency or business leave. The School may permit an employee, for meritorious reasons, to take one (1) additional day with or without pay. The School may impose reasonable restrictions on any leave requested for a school day immediately before or after a holiday, weekend, or vacation.

#### ARTICLE XIX

##### CALL IN PAY

An employee called to report for work shall receive a minimum of two (2) hours pay, or time and one-half for the actual hours worked, whichever is greater.

#### ARTICLE XX

##### REPORTING PAY

An employee reporting for work on his regular assigned shift and who is sent home for reasons other than disciplinary or medical shall receive a minimum of two (2) hours pay for reporting to work. Should he be allowed to start work he will either continue work for his regular assigned shift or receive the pay for his regular assigned shift.

#### ARTICLE XXI

##### HOURS OF WORK AND OVERTIME

1. The normal work day shall consist of 8 consecutive hours of work and the normal shift schedule shall be as follows:

A. Day Shift:

6 a.m. to 3 p.m.  
or  
8 a.m. to 5 p.m.  
with a 1 hour unpaid lunch period

B. Afternoon Shift:

3 p.m. to 11 p.m.  
or  
5 p.m. to 1 a.m.  
including a paid 1 hour lunch period

C. Midnight Shift:

11 p.m. to 7 a.m.  
or  
1 a.m. to 9 a.m.  
including a paid 1 hour lunch period

The School, after consultation with the Union, shall have the right to reschedule on a regular basis the time for the commencement and end of a regular shift or of the time or of the duties of an individual employee or employees, in order to provide for a more effective use of the custodial staff.

2. Overtime shall be paid for all hours worked in excess of eight (8) in one day at the rate of time and one-half.

3. The proper overtime rate shall be paid for all overtime hours worked.

4. Both daily and weekly overtime will not be paid for the same hours worked.

5. No employee shall be called upon or required to lay off during his regular hours to equalize time on account of having worked overtime.

6. Overtime shall be divided and rotated as equally as possible within a building according to seniority and among those employees who regularly perform such work provided they are qualified to perform the work.

7. All regular hours worked (or not worked but paid for on holidays) shall be used for computing overtime.

ARTICLE XXII

UNIFORMS

Each employee, upon the completion of the probationary period, shall be entitled to receive at the expense of the School five (5) uniforms for each contract year. The uniform allotment shall be paid not later than the first pay period following the beginning of the school year. The uniforms shall be selected by the School and shall be of good quality. Each employee shall wear his uniform while performing duties for the School and shall maintain the uniforms in a neat and satisfactory condition at his own expense. The School may furnish an employee uniforms during the probationary period, but shall be reimbursed by the employee for the cost of such uniforms if the employee shall not become a regular fulltime employee.

ARTICLE XXIII

DUAL 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.

ARTICLE XXIV

COMPENSATION

The compensation and benefits to be paid classified employees shall be as set forth on Exhibit "B". Compensation for the unclassified employees shall be as set forth in the letter of agreement with each such employee together with medical and hospital insurance benefits as provided in Exhibit "B".

ARTICLE XXV

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

1. 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 School unless executed in writing between the parties hereto and the same has been ratified by the Union.

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.

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, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE XXVII

EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of July 1, 1973, and remain in full force and effect until June 30, 1975, or until a new Agreement between the parties is made, ratified, and executed by both parties. The negotiation of a new Agreement shall begin upon the written request of either party made not more than sixty (60) days prior to the expiration of the Agreement. The initial meeting of the parties shall be held within ten (10) days of the receipt of such notice.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the date first above written.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL NO. 547

By Robert B. Ross

Its Business Manager

By Richard Pommale

Its President

By J.W. Janda

Its Secretary

GULL LAKE COMMUNITY SCHOOLS,  
KALAMAZOO, BARRY AND CALHOUN  
COUNTIES, MICHIGAN

By Robert E. Van Beem

Its Secretary

By Carl Warren

Its Pres.

EXHIBIT "A"

JOB CLASSIFICATIONS

1. Category "AA" Employee. A category "AA" employee shall be responsible for and be able to perform all of the duties of a category "A" employee and shall have the overall responsibility for the high school and for the supervision of all of its custodians.

2. Category "A" Employee. A category "A" employee shall be responsible for and be able to perform all of the duties of a category "B" employee and have either the overall responsibility for a building or for the supervision of other custodians.

3. Category "B" Employee. A category "B" employee shall be responsible and able to perform the following:

A. The custodian shall be responsible for the performance of duties involving the care and maintenance of buildings and grounds.

B. He is under the direction of the Supervisor of Buildings and Grounds, who is responsible to the Superintendent of Schools.

C. 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 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.

D. 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.

E. He performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment.

F. He carries out assigned tasks of painting, refinishing, constructing and remodeling.

G. He maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as he is directed.

H. 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.

I. 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.

J. 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.

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

4. Category "C" Employee. A category "C" employee shall be an employee who does not perform all of the duties performed by a category "B" employee. Fulltime matrons shall be included in this classification.

5. Unclassified Employees. During the term of this contract only, it is agreed that Robert L. Waldorf and Gerald H. Peters shall be unclassified employees in accordance with the letter of agreement attached hereto.

EXHIBIT "B"

COMPENSATION AND BENEFITS

Section 1. Basic Compensation.

<u>Classification</u>	<u>First Year Hourly Rate</u>	<u>Second Year Hourly Rate</u>
Category "AA" Employee	\$4.00	\$4.15
Category "A" Employee	\$3.80	\$3.95
Category "B" Employee	\$3.51	\$3.65
Category "C" Employee	\$3.27	\$3.40
Unclassified Employee	Shall be paid in accordance with letter of agreement attached hereto.	

Section 2. Probationary Employees. New probationary employees shall receive ten cents (10¢) per hour less than the scheduled rate during the probationary period.

Section 3. Medical and Hospital Insurance. The Employer shall select medical and hospital insurance with benefits not less than those in effect during the 1972-1973 school year. Each employee shall be entitled to receive a credit against his individual member medical and hospital insurance as follows:

First Year	\$250.00
Second Year	\$280.00

Section 4. Night Shift. All employees working the 11 p.m. to 7 a.m. shift are to receive five (5¢) cents per hour extra.

Section 5. Pay Periods. All custodial pay periods shall end on Wednesday night every other week.

LETTER OF AGREEMENT

It is hereby understood and agreed that Robert L. Waldorf and Gerald H. Peters, custodians of the Hazel Wildermuth and Bedford Schools, respectively, shall be unclassified employees subject to the terms of the Collective Bargaining Agreement except as follows:

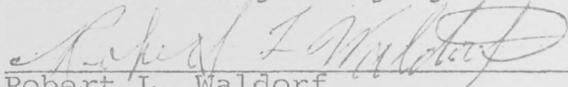
1. Each custodian shall continue to drive all regularly scheduled bus routes as a regular part of his duties and shall in addition, perform all of the duties and responsibilities of a custodian for the school to which assigned.
2. A current job survey having established that the performance of the duties of custodian and bus driver can be performed within a regular eight hour day, no overtime is authorized except for services rendered outside of the usual school hours for such activities as P.T.A., social functions, dances, etc. The overtime rate shall be for a Category "A" position.
3. The annual rate of compensation, excluding the overtime described above shall be as follows:

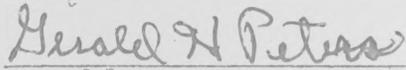
	<u>First Year</u>	<u>Second Year</u>
Robert L. Waldorf	\$8,800.00	\$9,100.00
Gerald H. Peters	\$8,800.00	\$9,100.00

4. The Agreement shall terminate prior to June 30, 1975, as to either custodian if he shall be transferred by the School, shall cease for any reason to perform the combined duties of custodian and bus driver, retire, or for any other reason vacate the position. In such event, the vacated position shall be considered a category "B" position for all purposes under the terms of the Collective Bargaining Agreement.

5. Each of the individual custodians has joined in this Agreement for the purpose of ratifying the provisions herein set forth.

IN WITNESS WHEREOF, the parties have executed this Letter of Agreement as of the date of the Collective Bargaining Agreement.

  
\_\_\_\_\_  
Robert L. Waldorf

  
\_\_\_\_\_  
Gerald H. Peters

FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL #547:

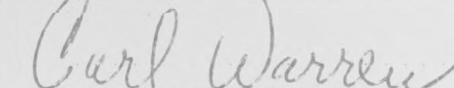
  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE SCHOOL:

  
\_\_\_\_\_

  
\_\_\_\_\_