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6/30/94

A G R E E M E N T

BETWEEN

LAKEVILLE COMMUNITY SCHOOLS

AND

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

COOKS & CUSTODIAN AGREEMENT

7-1-91 TO 6-30-94

**LAKEVILLE COMMUNITY SCHOOLS
6-11107 Washburn Road
Otisville, Michigan 48463**

**Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

Lakeville Community Schools

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AGREEMENT

BETWEEN

LAKEVILLE COMMUNITY SCHOOLS
HEREINAFTER REFERRED TO AS THE EMPLOYER

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 547, 547A, 547C, AND 547H, AFL-CIO
HEREINAFTER REFERRED TO AS THE UNION

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

NON-DISCRIMINATION

The Employer 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, or sex.

ARTICLE III

UNION RECOGNITION, UNION SECURITY AND CHECK-OFF

Section 1 Union Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this agreement for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all employees in the classifications listed in "Schedule A."

Full-time employees: An employee who works forty (40) hours per week or the regularly scheduled hours of his/her classification.

ARTICLE III - UNION RECOGNITION, UNION SECURITY AND CHECK OFF (Cont.)

Part-time employee "A": An employee who works on a regular basis but less than forty hours or the scheduled hours of his/her classification.

Part-time employee "B": An employee who is hired as a substitute, temporary or seasonal employee. The Union shall not collect dues from or represent these employees.

Section 2 Union Security

- A. All employees in the bargaining unit, or who become employees in the bargaining unit, and who are not members of the Union, shall, within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) days of the date of hire, whichever is later; become members or shall, as a condition of employment, pay to the Union each month a membership fee or a service fee in an amount equal to the regular membership dues uniformly required of all members.
- B. An employee who shall tender or authorize the deduction of membership dues or service fees shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.
- C. If an employee fails to comply, the Union shall file charges, in writing, to the Board and shall request termination of the employee. A copy of the notice of non-compliance and proof of service thereof shall be attached to said charge. The employee shall have thirty (30) days after receipt of said charge to comply. The Board shall conduct a hearing on said charge and shall comply with the Union request, if verified. However, if the employee receiving such termination notice by the Board is engaged in pursuing any legal remedy contesting the termination, such employee shall not be terminated until such time as a final decision is rendered.
- D. The Union agrees to assume the legal defenses of any suit or action against the Board regarding this Article of Agreement. The Union further agrees to indemnify the Board for any cost or damages which may be assessed the Board as a result of said suit or action.
- E. If any provision of this Article is invalid under Federal or State law, said provision shall be deleted or modified to comply with the requirements of said law.
- F. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

ARTICLE III - RECOGNITION, UNION SECURITY AND CHECK OFF (Cont.)

- G. The Employer agrees that upon hiring any new employees covered by this Agreement, the Employer shall send a letter to the Chief Steward advising the Union of the name, date of hire, and Social Security number of the new employee.

Section 3 Check-Off

- A. The Employer shall deduct from the pay of each employee from whom it receives authorization, the required amount for the payment of initiation fee, membership dues and/or service fees.
- B. Such dues or fees, accompanied by a list of employees including Social Security numbers; who have had deductions; the amount deducted from each; and a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union office no later than the fifteenth of the month following the month in which such deductions were made.
- C. Such dues, as and when deducted, shall be kept separate from the Employer's general funds, and shall be deemed trust funds.
- D. Such fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the International Union and the Local #547 IUOE. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Financial Secretary of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues or service fees, together with a copy of such authorization from Local #547 of the International Union of Operating Engineers, AFL-CIO.

ARTICLE IV
JURISDICTION

- A. Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation, or in cases of emergency. However, this shall not deny the Board the right to enter into agreements with outside agencies to provide training work sites. Examples of such programs, but not limited to, are Operation Mainstream and National Youth Corps, provided that such arrangements do not cause a regular employee to be terminated from employment, or his/her regular work hours to be decreased. In the event layoffs become necessary or hours are decreased, such programs will be terminated.
- B. This clause shall not limit the Employer's right to utilize substitutes, seasonal, or temporary employees. Such employees

ARTICLE IV - JURISDICTION (Continued)

shall not be covered by the terms of this Agreement, nor shall they be paid more than the probationary rate of pay listed in Schedule A. Substitute employees shall be defined as employees hired to work on a day-to-day basis. Temporary employees shall be defined as employees hired to fill temporary vacancies of a regular employee, due to illness or other approved leave of absence. Seasonal employees shall be defined as employees hired as additional help during specified period of time. Such employees shall not continue when any regular employee is on layoff, in a position for which the regular employee is qualified.

ARTICLE V

MANAGEMENT RIGHTS

Section 1

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

Section 2

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

ARTICLE VI

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. This right shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall it result in the reduction of the present work force as outlined in Schedule A.

ARTICLE VII

UNION BUSINESS REPRESENTATIVE

Section 1

The Union Representative shall have access to the School Building for the purpose of investigating and adjusting any complaints therein by arranging with the Superintendent or his designee to go through the building during regular working hours, but on none of such visits shall such Union Representative interfere

ARTICLE VII - UNION BUSINESS REPRESENTATIVE (Continued)

with production or the maintenance of discipline in the school. Management's decision in this matter shall be final.

Section 2

The Employees shall be represented by a Chief Steward and Assistant Steward who shall be chosen or selected in a manner determined by the employees and the Union.

Reasonable arrangements will be made to allow the chief Steward or Assistant Steward time off with pay for the purpose of investigating grievances and to attend negotiating meetings with the Superintendent or his designated representative.

Assistant Stewards shall represent employees when the Chief Steward is absent from work.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1

A Union grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.

Section 2

Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement. All employee grievances are to be initiated at Step 1.

Section 3

The time elements in the steps can be shortened or extended by mutual written agreement.

Section 4

For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

Section 5

A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

Section 6

Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date, it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Section 7 - Grievance Procedure

A. Step One

1. An employee having a grievance must present it orally to his supervisor. In the event an employee desires that his steward be present, he shall make his request through the supervisor, and the supervisor shall send for the steward.
2. In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor within three (3) working days from the oral presentation. The employee and the steward shall sign the grievance forms.
3. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within three (3) working days.

B. STEP TWO

1. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his designee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
2. The Superintendent and/or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

ARTICLE VIII- GRIEVANCE PROCEDURE (Continued)

3. The Superintendent and/or his designee shall then give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

C. STEP THREE

1. If the appealing party is not satisfied with the disposition of the grievance by the Superintendent or his designee, then within thirty (30) calendar days from the date of receipt of the decision rendered by the Superintendent or his designee, the grievance must be submitted to Arbitration.
2. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator in accordance with its rules.
3. The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
4. Each party shall be responsible for the expenses of the witnesses that they may call.
5. The Arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
6. The per diem fees of the Arbitrator shall be borne equally by the parties.
7. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
8. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

ARTICLE IX

DISCIPLINE/DISCHARGE

Section 1

When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) calendar days from the date of the occurrence of the condition giving rise to the action or within fifteen (15) calendar days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

Section 2

Dismissal or suspension 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 or suspension are the following: substance abuse, dishonesty, insubordination or willful violation of established work rules.

ARTICLE X

SAFETY PRACTICES

Section 1

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of Federal, State and local regulations or other laws applicable to public school districts.

Section 2

The employee will be expected to inform the Employer, in writing, of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions, or equipment. The employer, upon notification of an alleged unsafe condition shall investigate such conditions and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE XI

SENIORITY

Section 1

- A. New employees hired or transferred into the bargaining unit shall be considered as probationary employees for the first forty-five (45) work days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority lists of the unit as of the date of hire or as of the date of transfer into the bargaining unit. Employee days off due to illness or injury or school vacation periods shall not be counted as part of the probationary period. A work day shall be defined as a day worked on the job.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except fringe benefits and discipline for reasons other than union activity.
1. A part-time employee "B" who works forty-five (45) consecutive work days in the same position has satisfactorily completed his/her probationary period.
 2. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue as of the first day of the probationary period.

Section 2

Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee in a lower classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee.

Section 3

Seniority employees on layoff shall maintain their seniority for a period equal to their seniority or until a job has been offered at the same classification, or the next lower classification, whichever shall occur first.

Section 4

An employee will lose his seniority for the following reasons:

- A. He resigns.
- B. He is discharged for cause and not reinstated through the grievance procedure.
- C. He retires.

ARTICLE XI - SENIORITY (Continued)

Section 5

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

Section 6

An employee who is transferred to a non-bargaining unit position with the Board shall retain all seniority accumulated during his/her employment with the Board in a bargaining unit position. Upon return to the bargaining unit such seniority shall be reinstated with all seniority accruing while out of the bargaining unit.

ARTICLE XII

EVALUATION

Section 1

During the term of this Agreement, each employee shall be formally evaluated by their immediate supervisor.

Section 2

All employees on probationary status, shall be evaluated prior to the conclusion of their probationary period.

Section 3

All evaluations shall be reviewed and signed by the employee and the immediate supervisor and a copy given to the employee. Such evaluations shall be forwarded to the office of the Superintendent or his designee and shall become a part of the employee's personnel file.

Section 4

An employee shall have the right to attach comments to the evaluation and may request a meeting with the immediate supervisor, the Superintendent or his designee, and the Union Steward in cases involving disputes or appeal of the evaluation.

Section 5

It shall be the responsibility of the Board to establish and communicate the procedures and instruments to be used in this evaluation process.

ARTICLE XIII

TRANSFERS AND PROMOTIONAL PROCEDURES

Section 1

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within ten (10) working days and the employees shall be given five (5) working days time in which to make applications to fill the vacancy or new positions.

A vacancy is defined as:

A. Regular vacancy:

1. A newly created position
2. A position vacated because of termination

B. Temporary vacancy:

A situation where an employee has notified the employer in writing that he or she will be absent due to extended illness, hospitalization, leaves approved by the employer or other such emergencies. It is intended that such absence shall be of a minimum of twenty-three (23) working days.

The vacancy or new position shall be filled within fifteen (15) calendar days from the date of the posting. 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. 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; the shift; and the classification.

Section 2

Any employee temporarily transferred from his classification to another classification within the bargaining unit, 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.

Section 3

Present employees may apply for a temporary position and be awarded such position based on seniority before any substitute. However, it is understood that such staffing shall be for an identified period. If and when the regular employee returns, the person temporarily assigned shall return to his or her regular position. Once the position becomes an identified vacancy, it shall be posted and all employees covered by this Agreement may apply.

ARTICLE XIII - TRANSFERS AND PROMOTIONAL PROCEDURES (Continued)

Section 4

Employees transferred to a higher classification will serve a forty-five (45) work day probationary period. The Board and the employee shall have the right to revert back to the former position within the forty-five (45) work day probationary period, then all other employees affected by the initial move shall also revert back to their former position. Upon successful completion of the probationary period, bargaining unit seniority shall prevail.

ARTICLE XIV

NEW POSITIONS

Section 1

When new positions are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question and he shall designate the classification and pay rate as a temporary job which has been placed into effect upon the institution of such job.

Section 2

The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be retroactive to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations or upon resolving of the matter through the grievance procedure, the new classification shall be added to and become a part of this Agreement.

ARTICLE XV

HOURS AND WORK WEEK

Section 1

A. Cooks & Custodians:

The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.

B. Custodians:

The normal work day for full time custodial workers shall be eight and one-half (8 1/2) hours, which shall include a thirty (30) minute unpaid lunch. Split shifts may be worked when mutually agreed to by the employee and the Superintendent or his designee.

C. Cooks & Custodians:

All employees covered by this Agreement who work an eight (8) hour day shall receive one fifteen (15) minute rest period during the first four (4) hours of the day and one fifteen (15) minute rest period during the second four (4) hours of the work day. Such rest periods shall occur during the employee's regular work time and shall not be used as a basis for reporting late. Employees who work four hours but less than eight (8) hours shall receive a pro-rata rest period during this time on the job.

D. Cooks & Custodians:

There shall be no permanent change in the regular work schedule of the employees covered by this Agreement without 36 hours advance notice except when mutually agreed.

Section 2

Overtime rates will be paid as follows:

A. Cooks & Custodians:

Time and one-half (1-1/2) will be paid for all time worked in excess of eight hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

B. Cooks & Custodians:

Time and one-half (1-1/2) will be paid for all time worked

ARTICLE XV - HOURS AND WORK WEEK (Continued)

C. Custodians:

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 four (4) hours pay at his straight time hourly rate, whichever is the greater.

D. Cooks & Custodians:

Double time shall be paid for all hours worked on Sunday.

Section 3 Distribution of Overtime for Cooks & Custodians

Overtime shall be divided and rotated as equally as possible within the building according to seniority among those employees who regularly perform such work, provided they are qualified to perform such work. The employees must work overtime if notified forty-eight (48) hours in advance. In cases of emergencies, the FULL-TIME employees must work overtime without any advance notice.

Section 4 Shift Differential Cooks & Custodians

Employees, who regularly scheduled the majority of their hours of work after 2:00 p.m. will receive a shift differential of fifteen (\$.15) cents for all hours worked on that day. Employees, who are regularly scheduled the majority of their hours of work after 10:00 p.m. shall receive a shift differential of twenty (\$.20) cents for all hours worked on that day.

Section 5 Summer Hours Custodial Employees

The Employer may schedule PART-TIME A custodial employees for eight (8) hours of work during school vacation periods and summer recess.

Section 6 Cafeteria Employees

A. No cafeteria employee shall be regularly scheduled to work less than two (2) hours per day. Employees working two (2) hours or less, are not entitled to a break period.

ARTICLE XV - HOURS AND WORK WEEK (Continued)

- B. Whenever a food service employee is required to return to work after completion of his regular scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is greater. Double time shall be paid for all hours worked on Sunday.
- C. Cooks and cafeteria helpers can be required to work at the supervisor's discretion on teacher inservice days, parent/teacher conferences, teacher record days, or other additional days as necessary, when the regular food service program would not be in operation. If they are required to work on these days, they will receive a minimum of four (4) hours work. These employees must receive four working days' notice.
- D. The School will provide uniform tops each year for each of the cooks and helpers. The cost is not to exceed seventy-five (\$75.00) dollars per person per year. Uniform selection will be made by a committee of cooks.
- E. Cafeteria employees shall be given the option of depositing cafeteria money.

ARTICLE XVI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XVII

HOLIDAYS

Section 1

A. Custodians

A "full-time employee" and a part-time employee "A" will receive their regularly scheduled day's pay for the following holidays, even though no work is performed: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day and July Fourth.

ARTICLE XVII - HOLIDAYS (Continued)

B. Cooks:

A "full time employee" and a part-time employee "A" will receive their regularly scheduled day's pay for the following holidays, even though no work is performed: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day.

Section 2 Cooks & Custodians:

Any employee required to work on any of the above named holidays shall receive double time for such hours worked plus holiday pay.

Section 3 Custodians:

If any custodial employee is on vacation on any of the above named holidays, holidays shall not count as vacation days and will be paid as stated in Article 17, 1. A.

Section 4 Cooks & Custodians:

Employees failing to work their last scheduled day prior to a holiday and the first scheduled work day after a holiday, will not receive pay unless said absence is approved by the Superintendent or his designee. Employees may be required to submit medical proof of illness to receive holiday pay. The Board may send employees to a doctor at the Board's expense.

ARTICLE XVIII

VACATIONS

Section 1 Custodians:

All twelve month employees covered by this Agreement who have completed one (1) full year of service shall receive 56 hours vacation with pay, upon completion of two years of service shall receive 80 hours vacation with pay, upon completion of four full years of service shall receive 120 hours vacation with pay, and upon completion of eight full years of service shall receive 160 hours vacation with pay. Days are meant to be working days. The above vacation hours earned is based on an employee working a scheduled eight (8) hour day. Any employee working less than a scheduled eight (8) hour day will receive pro-rated vacation hours.

A newly hired employee shall receive a pro-rata vacation allowance which shall be earned (as per provisions of Article XVIII, Section 3) from the employee's date of hire until the first (1st) day of July following their date of hire. Every year thereafter, the employee shall earn their vacation from July 1st through June 30th of each year. Each employee's vacation eligibility shall be determined or earned as of July

ARTICLE XVIII - VACATIONS (Continued)

1st of each year, and the amount of vacation time to be granted shall be determined from the employee's year of hire.

Section 2 Vacation Period - Custodians

- A. Vacations will, in-so-far as possible, be granted between June 15 and August 15 as desired by employees, according to their seniority as follows: Vacation requests shall be submitted during the last two weeks of May. Choice of vacation shall be honored on a basis of building seniority within classification unless otherwise agreed to by the Union.
- B. If a death in the immediate family (as defined in Article 19, 3.A.), an accident, or an illness which results in the employee's hospitalization or confinement to bed while on his/her vacation or prior to it, the vacation will be rescheduled as unposted vacation time after sufficient proof of such hospitalization or confinement is produced.

Section 3

Employees must have worked 175 days during the year ending June 30th to be eligible for a full vacation. Unpaid sick days, unpaid personal days, unpaid funeral days will not count as work days. Vacation days shall count as work days. Employees failing to work 175 days during the year ending June 30th shall receive prorated vacation pay on the basis of:

175 days through 150 days	= 3/4 vacation pay
149 days through 125 days	= 1/2 vacation pay
124 days through 100 days	= 1/4 vacation pay
99 days through 75 days	= 1/8 vacation pay
Less than 75 days	= No vacation pay

Employees voluntarily leaving this employment shall receive vacation pay based on the above formula.

Vacations are to be taken in the year following the year in which earned and shall be paid at the rate in effect during the period in which they are taken. Vacation pay shall be paid at the time of vacation or on termination.

Section 4

Employees who provide written notice 30 days in advance to their supervisor may be granted vacation time during the school year.

ARTICLE XIX

SICK LEAVE AND FUNERAL LEAVE

Section 1

Each employee covered by this Agreement will be entitled to sick leave accumulated at the rate of one (1) day per month which will be credited at the beginning of each work year and will accumulate without limit. Part time "A" employees shall be entitled to a pro-rated portion of all benefits provided in this Article. Part time "B" employees receive no sick leave benefits.

Section 2

Sick leave shall be granted to an employee who is confined at home or hospital as a result of an accident, or sickness, or emergency absence, or serious illness of a member of the immediate family. The time shall be allowed for childbirth, or days when members of the immediate family have surgery. The employee may be required to report to a physician selected by and paid for by the Board. The professional opinion of this physician shall be final.

Section 3

- A. All employees shall be granted five (5) consecutive days off without loss of pay for a funeral of an immediate family member, as described below. (Spouse, father, father-in-law, mother, mother-in-law, children, step-children, grandchildren, brother, brother-in-law, sister, sister-in-law, grandparents, niece, nephew, and any permanent resident in the employee's home.

The first day off will commence on the first day following the death of the immediate family member and shall include non-scheduled work days. These funeral days will not be charged as sick or personal days.

- B. Employees shall be granted one (1) day with pay, to attend funerals of aunts and uncles. Time off under this section shall not be charged to sick leave.
- C. At the discretion of the immediate supervisor, time off may be granted to employees to attend the funerals of non family members. This time off shall be charged to sick leave.
- D. All employees shall be entitled to a total of two days, per year, for personal emergency and/or business leave not to be deducted from sick leave. Said days are not cumulative. Employees must apply, in writing, at least one day in advance, except for emergencies.

ARTICLE XIX - SICK LEAVE AND FUNERAL LEAVE (Continued)

- E. Sick leave accumulated and taken shall be entered on the employees pay check stub.

Section 4

Military Leaves:

- A. The reinstatement rights of any employee who enters the military service of the United States by reason of an act by the Congress of the United States during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- B. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Union Leaves:

- C. Any employee who is elected or appointed to a full-time position or office in the Union whose duties require his absence from work, shall be granted an unpaid leave of absence for the term of office or position.
- D. All requests for military or union leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Union.
- E. An employee who meets all the requirements for military and union leaves shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights.
- F. Other leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

Section 5

Employees who have been employed by the school district for at least ten (10) consecutive years shall be paid for each accumulated sick leave day upon termination at 25% of their daily rate at the time of termination.

ARTICLE XX

INSURANCES

Section 1

The Employer shall pay the premiums for MESSA Super Care I, or its equivalent, in accordance with the following schedule, with all MESSA Care options available through payroll deduction.

Eligibility for this coverage shall be determined by the rules and regulations of the insurance carrier. The Board has the right to name the carrier for the insurance coverage. The name of said carrier to be determined via the bid process. The first contract year the bidders will be limited to MESSA, MEBS, and SET.

If an employee's spouse has full insurance coverage, the employee will only be entitled to single coverage paid in accordance with the above schedule of hours. If both husband and wife work for the district and do not have children, they will receive single coverage each.

The Board will pay up to a maximum of the single subscriber premium for those employees normally not assigned to summer work on the same pro-rata basis as above, i.e. (3 hours - Half, and 6 hours - full) providing that the employee pay the other portion of the premium.

Section 2

- A. Part-time "A" employees shall receive a pro-rata portion of all benefits, for which they are eligible, based upon hours worked annually as compared to 2,080 hours except as otherwise specified in this agreement.

Eligibility Requirements

Less than three (3) hours per day - No coverage.

Three (3) hours per day up to six (6) hours per day - One Half

Six (6) hours per day and over - Full

B. Hospitalization Insurance - No Double Coverage:

Employees who receive hospitalization insurance coverage from a source other than through the school district must elect either of the following:

1. Drop the insurance coverage from the alternative source, with adequate proof, and retain coverage solely by the Lakeville Community Schools, or

ARTICLE XX - INSURANCES (Continued)

2. Drop coverage provided by the LakeVille Community Schools and retain coverage through alternative sources. In lieu of dropping coverage provided by the LakeVille School District, the employee shall receive tax sheltered annuity of \$40.00 per month or a pro-rated annuity based on Eligibility Requirements.
- C. The Board, within thirty (30) working days of receipt of claim, will reimburse employee deductible payments up to \$100 per family maximum and for all prescription co-pay costs over .50 cents up to \$2.00.
- D. The Employer shall pay the total cost for all employees of a \$15,000 term-life insurance policy. It is understood that employees who receive life insurance under the hospitalization insurance program will receive a term-life insurance policy for the difference.
- E. The Board shall provide a long-term disability insurance program for each employee covered by the terms of this Agreement who works a minimum of thirty (30) hours per week on a regular basis and who is eligible according to the rules of the insurance carrier. Benefits shall be payable upon the 91st calendar day of disability at 60% of the employee's gross wage to age 65.
- F. All insurance provided within this Agreement shall be in effect according to the rules and regulations of the carrier and will be implemented as soon as practicable after the ratification of this agreement.
- G. The Employer shall pay the premiums for full family 75/50 Delta Dental Plan based on the same Eligibility Requirements as health insurance. Employees currently receiving dental insurance from a source other than through the school district must elect either of the following:
 1. Drop the insurance coverage from the alternative source, with adequate proof and retain coverage solely by the LakeVille Community Schools, or:
 2. Drop coverage provided by the LakeVille Community Schools and retain coverage through alternative source. In lieu of dropping coverage provided by the LakeVille District, the employee shall receive a tax sheltered annuity of ten (\$10.00) dollars per month.
- H. The Employer shall provide a full family optical plan for all employees covered by this Agreement based on the same Eligibility Requirements as health insurance.

ARTICLE XXI

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service up to a period of sixty (60) days in a calendar year. If the Employee is required to serve a full day (both morning and afternoon sessions) of jury duty and is a second shift employee he/she will not be expected to report to work that night. Documentation of jury duty will be presented to Employer.

ARTICLE XXII .

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 any employee or group of employees with the Employer 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 or 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 XXIII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXIV

TERMINATION AND MODIFICATION

Section 1

This Agreement shall continue in full force and effect until June 30, 1994.

Section 2

If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.

Section 3

If either party desires to modify or change this Agreement it shall ninety (90) days prior to the termination date or any subsequent termination date given written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 24270 West Seven Mile, Detroit, Michigan 48219, and if to the Employer addressed to Lakeville Community Schools, G-11107 Washburn Road, Otisville, Michigan 48463 or to any other such address the Union or the Employer may make available to each other.

TERMINATION AND MODIFICATION (Continued)

Section 5

The effective date of this Agreement is July 1, 1991.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

LAKEVILLE COMMUNITY SCHOOLS

Russell J. Skane

Howard Newman, Supt.

INTERNATIONAL UNION OF OPERATING
ENGINEERS

Robert J. Jones
PRESIDENT

Piji Sellow
BUSINESS MANAGER

Jennifer L. Hudson
RECORDING-CORRESPONDING SECRETARY

ARTICLE XXV

EMERGENCY SCHOOL CLOSING PROCEDURE

The procedures to be utilized in situations that create an Emergency Closing of Schools are outlined in Exhibit 1 of this Agreement and they shall be followed.

1. Reasons for Closing:

Normally, school will be closed for one of three major reasons:

- A. Snow or ice on roads which make it impossible for buses to operate safely and efficiently.
- B. Roads which are impassable because of mud.
- C. Mechanical breakdowns such as heating plant failures.

Since these conditions are somewhat distinct, they may require different procedures. It should be remembered that many members of the community are required to work on days following severe storms or when roads in their area may be muddy. In many instances, if they do not work, they are not paid. Therefore, it is difficult to develop a policy whereby when schools are closed for students they are automatically closed for teachers and other staff members as well.

Procedures for Closing:

The decision to close schools will be made as early as possible in light of the conditions. All school districts are required to use the Michigan State Police LEIN System to make announcements concerning school closings. This system notifies most radio and TV stations by teletype of the schools closed. However, the system presently does not permit messages which would inform employees as to whether or not they should report. Therefore, each building will develop a fan out phone system whereby each employee can be notified as to their requirements on a given day.

Individual staff members should follow the procedure below on days when the possibility of a school closing exists:

- A. MONITOR one or more of the following radio or TV stations: Flint - WFDG, WTRX, WTAC, WJRT-TV (12) WNEM-TV (5); LAPEER - WTHM, WMPC. If the message indicates that Lakeville is closed, then -
- B. Wait for a telephone call from the individual who will be identified on a published fan-out procedure. This individual will issue one of the following messages:
 - 1. School is closed. Employees are not expected to work.

EMERGENCY SCHOOL CLOSING PROCEDURE (Continued)

2. School is closed. Employees are expected to make a reasonable effort to report to work.
3. _____ school is closed due to mechanical reasons. Employees should report to _____ building.

If you have not received a fan-out message by 8:00 a.m, you should call your immediate supervisor or the Assistant Superintendent.

- C. If the message indicates you should make a reasonable effort to report, USE YOUR JUDGMENT. Do not take unnecessary chances which would endanger your safety or that of others.

However, please do not take advantage of the situation either.

3. Special Circumstances

In the event that you are out of the area or at a location where you cannot be reached by the fan-out system, it is your responsibility to make contact. You should call your building principal or supervisor to inform him or her of your status.

4. Inclement Weather Days

- A. An Act of Nature Day is one in which school is not in session for students because of inclement weather. It shall be the sole discretion of the Board to determine Act of Nature Days.

Unless a student make-up day is required to be scheduled by law, school lunch personnel shall receive their normal days pay for any day declared to be an Act of Nature Day.

- B. If the school district requires cooks and custodians to report to work and the day be disallowed for State Aid, cooks and custodians will be paid for the day at their daily rate.
- C. In the event P.A. 239 Section 101(3) of 1984 is repealed; then upon repeal of said Act, the language included in the 1984-85 collective bargaining agreement shall govern.
- D. Custodial Personnel will be expected to work on inclement weather days at their regular days wages for the duration of their regularly scheduled shifts. If the employee reports for work late due to the inclement weather conditions, the employee shall be compensated at their regular wages for the

EMERGENCY SCHOOL CLOSING PROCEDURE (Continued)

time worked. If the employee is unable to report to work due to inclement weather conditions, then a personal day may be used.

- E. All employees covered by this Agreement who are released early by their supervisor shall receive a normal work day's wage.

5. Summary

It is hoped that the procedures outlined in this memorandum will serve to clarify the school closing procedure of the Lakeville Community Schools as they apply to employees. The key elements in both the administrative decision and the responsibilities of the individual employee should be common sense and cooperation.

If we can achieve these, the snow and mud won't seem so bad.

SCHEDULE A

Effective July 1, 1991 through June 30, 1994.

CUSTODIANS

	1991-92	1992-93	1993-94
Class II	10.48	11.22	12.00
Groundsman	10.48	11.22	12.00
Class III	9.44	10.11	10.81

Probationary Rate is \$.45 below the seniority rate.

FOOD SERVICE

	1991-92	1992-93	1993-94
Head Cook	8.25	8.82	9.43
Cooks Helper	7.18	7.68	8.21

Probationary Rate is \$.45 below the seniority rate.

EXHIBIT I

JOB DESCRIPTION: CUSTODIAN CLASS II

A: QUALIFICATIONS

Job descriptions for positions covered within this Agreement shall be developed by the Board, provided to all employees covered by the Agreement and posted in all buildings.

Required knowledges, skills and abilities:

Knowledge of all cleaning methods, materials and equipment.

Ability to perform manual tasks requiring moderate physical strength.

Ability to operate mechanical equipment.

Ability to follow written and oral instructions (in the conduct of the job).

Ability to conduct simple inventories of cleaning supplies and equipment.

Must possess the necessary communication skills needed to relay instructions to fellow workers.

Ability to follow and relay instructions involving chemical safety labeling, material safety data sheets, asbestos.

Must possess a valid drivers license.

Training:

Must pass the maintenance test required of all Class II's (regarding electrical, plumbing, heating and building structure).

B. JOB DESCRIPTION

CUSTODIAN CLASS II

1. The custodian shall be responsible for the performance of duties involving the care and maintenance of building and grounds.
2. He/she is under the direction of the Building Principal, the Supervisor of Maintenance/Operation or the Assistant Supervisor of Maintenance/Operation.
3. He/she carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, floor washing 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 expendable supplies, and leaving classrooms, halls, offices, cafeterias and other areas in proper condition for use.
4. He/she performs minor maintenance regarding the building structure, plumbing, electrical systems, hardware, heating, ventilating, furniture and equipment in building and on grounds as outlined under minor maintenance in the Preventative Maintenance Procedures, within expertise, training and equipment permits.
5. He/she performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment.
6. He/she carries out assigned tasks of painting, refinishing, constructing, and remodeling. Also loading, unloading and the proper storage of equipment and supplies.
7. He/she maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment as directed.
8. He/she maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, storm damage.

He/she reports any matter of potential danger, misconduct, equipment malfunction, and renders assistance until help arrives in order to protect lives and property.
9. He/she shall be responsible for arranging any necessary adjustments in the work schedule of any and all Class III and

CLASS II JOB DESCRIPTION (Continued)

10. He/she sets good examples for young people using sound judgement and displaying proper attitudes, in performing work; dealing with others, and in personal appearance and conduct. He/she shall smoke only in approved places.
11. He/she performs duties with care and thoroughness using good sense and in the knowledge that his/her contributions are an indispensable part of the team work required in promoting good education.
12. He/she carries out matters of preparing facilities for use at school and community events on the premises, than returns the area to proper condition of regular use.
13. He/she performs tasks in the LAKEVILLE COMMUNITY SCHOOL DISTRICT - Custodial & Maintenance Procedures.

CLASS III JOB DESCRIPTION

1. He/she is under the direction of the Building Principal, the Supervisor of Maintenance/Operation or Assistant Supervisor of Maintenance/Operation.
2. He/she performs the work schedule as determined by the Supervisor, Assistant Supervisor or Class II Custodian of the building.

Necessary, temporary or minor adjustments to such schedule may be determined by the Class II custodian and shall be performed by the employee.

3. He/she is responsible to bring to the attention of the Class II custodian those items in need of repair and maintenance in his/her assigned areas.
4. He/she performs minor repair regarding furniture and equipment in building as needed. Minor meaning - nuts, bolts, screws, drapery rods and glides, desk chair and table glides.
5. He/she carries out routine tasks of daily cleaning. This includes sweeping and mopping of floors, floor washing 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. This employee will operate scrub and buffing machine, and do painting (inside). This employee will not be required to replace light bulbs or tubes above 5 ft. on a ladder.
6. He/she performs periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings and furniture. This employee is not required to work over 5 ft. on a ladder or go up on roofs.
7. He/she may be required to shovel snow from entrances, steps or other areas where mechanical equipment cannot go and use salt as needed. This employee may be required to mow lawns around the building.
8. He/she maintains building security and assists other employees in guarding against theft, vandalism, fire, explosion, storm damage.

He/she reports any matters of potential danger, misconduct, equipment malfunction, and renders assistance until help arrives in order to protect lives and property.

CLASS III JOB DESCRIPTIONS (Continued)

9. He/she sets good examples for young people using sound judgement and displaying proper attitudes, in performing work, dealing with others, and in personal appearance and conduct. He/she shall smoke only in approved places.
10. He/she performs duties with care and thoroughness using good sense and in the knowledge that his/her contributions are an indispensable part of the team work required in promoting good education.
11. He/she 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.

