

7/31/88

A G R E E M E N T

Between

COMSTOCK PUBLIC SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
Local 547

12-15-87 - 7-31-88

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Comstock Public Schools

AGREEMENT

THIS AGREEMENT made by and between Comstock Public Schools, Kalamazoo County, Michigan, a School District organized under the Constitution and laws of the State of Michigan, (hereinafter called the "Employer"), and the International Union of Operating Engineers, Local 547, (hereinafter called the "Union")

W I T N E S S E T H:

ARTICLE 1 - PURPOSE AND RECOGNITION

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

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

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

1.4 **Other Agreements.** This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

1.5 **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, sex, age, national origin, or marital status.

ARTICLE 2 - UNION SECURITY

2.1 **Agency Shop.** All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not members of the Union, shall within thirty (30) calendar days of the effective date of the Agreement or at completion of probationary period, whichever is later, become members, or in the alternative, shall as a condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

2.12 Membership in the Union is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Union for the benefits he/she received from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of

this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

2.13 Each employee as a condition of continued employment shall authorize the deduction of membership dues or assessments of the Union from his/her salary, if he/she shall not be a member of the Union, shall authorize deduction of an agency service fee. The service fee shall be determined by the Union and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the collective bargaining agreement, but in no event shall it be more than dues paid by a member. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful, the amount shall be modified to such amount as shall be lawful.

2.14 Each employee shall authorize in writing the deduction of Union dues, or the agency service fee, as the case may be, in accordance with the following schedule, namely:

A. Regular employees employed by the Employer on the date of the signing of this Agreement, within thirty (30) days of such signing.

B. Probationary employees or employees employed after the signing of this Agreement, within ten (10) days after the completion of the probationary period.

An employee who shall tender or authorize the deduction of membership dues (or the agency service fee) shall be deemed to meet the condition of this Article so long as such employee is not more than sixty (60) days in arrears of payment of such dues or fees. It shall be the responsibility of the Union to notify the Board of any employee who is delinquent.

2.2 **Check-Off Procedure.** Employee authorization for the deduction of Union dues or for the payment of the agency service fee shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the financial secretary of the Union within fifteen (15) days following such deduction together with a listing of each employee for whom deductions were made. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies as soon as possible.

2.3 **Application and Indemnification.** The Employer shall not be required to discharge any employee under the provisions hereof until the rights of such employee shall have been determined nor shall the Employer have the obligation to institute any litigation for the purpose of determining such rights. The Union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union by the execution of this Agreement expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Union that an employee be discharged because of the provisions herein set forth.

2.4 **Visitation.** Authorized representatives of the Union shall have the right to enter the employee's premises, upon showing proper identification to the building principal or his/her designate during working hours for the purpose of ascertaining that the terms of the Agreement are being observed by the parties or for assisting in the adjustment of grievances provided that no such activity shall interfere in any manner with the conduct of the lawful activities of the Employer nor shall any observation by representatives of the Union be in areas which would be detrimental to the management and function of the school system or its students. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted during working hours for the purpose of conduction of any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representative from having such limited contact with the employees as shall be necessary to ascertain that the terms of the Agreement are being observed.

ARTICLE 3 - NO STRIKE -- NO LOCKOUT

3.1 **Union Cooperation.** The Union agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this Section shall remain in full force and effect until such times as this Agreement shall be superseded by a new Agreement between the parties.

3.2 **Employer Cooperation.** The Employer agrees to cooperate with the Union in the application of this Agreement and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

ARTICLE 4 - EMPLOYER RIGHTS AND RESPONSIBILITIES

4.1 **Management Rights.** The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, or of the United States, and all rights and powers to manage and conduct the activities of the Employer and to utilize and direct its employees, except as otherwise expressly provided in this Agreement. These powers, rights, authority, duties and responsibilities shall include but not be limited to the following: work assignments, transfers, promotions, demotions, shift schedules, directing daily work, discipline employees, increase or decrease workforce, and specify the uniform provided such management rights actions are not arbitrary or discriminatory.

ARTICLE 5 - EMPLOYEE CONDUCT AND RESPONSIBILITIES

5.1 Although the parties acknowledge the difficulty of completely and precisely defining the responsibilities of each employee, it is recognized that the responsibilities include the following:

5.11 The performance of all duties with reasonable diligence and in a competent manner.

5.12 The prompt notification of the Employer of any physical or mental condition of the employee which may temporarily or permanently impair the ability of the employee from discharging his/her responsibilities.

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

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

5.15 The avoidance of tardiness or absence and the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the Employer before the regular starting time, except in cases of emergency. Employees will follow this procedure in each building.

5.16 The avoidance of any activity which:

5.161 Is contrary to the best interests of the Employer and its responsibilities to the public for the education, safety and well being of students and other persons who may use the facilities of the District, and the proper preservation of the public property; or,

5.162 Is contrary to honesty or good morals.

5.2 **Training Classes.** Employees may be required to attend Employer-sponsored training classes. Employees will be compensated at their regular rate of pay for such training sessions and the Employer will pay for all books, fees or tuition.

ARTICLE 6 - DISCIPLINARY ACTION

6.1 The Union recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. To this end, the Employer reserves the right to discipline and discharge employees for cause, except when such action is arbitrary or discriminatory. The Employer recognizes the right of the employees to have Union representation, upon request, at a conference with the Employer when disciplinary action is to be taken. Disciplinary action shall be initiated by the Employer within five (5) working days after the Employer shall have received substantial evidence of the misconduct of such employee, or reasonably should have received such evidence.

6.11 **Procedure.** Discipline (except as the seriousness of the offense shall otherwise require) shall be progressively applied as follows:

First Step. An oral warning.

Second Step. Written reprimand with copy to the Union steward.

Third Step. Written reprimand with suspension of one (1) to five (5) days signed in presence of the Union steward.

Fourth Step. Additional suspension or termination signed in the presence of the Union steward.

When the offense merits, the Employer has the right to terminate the employee, or to impose lesser appropriate penalties other than discharge without regard for Steps one through four. When the Employer disregards these steps, the Union steward will be consulted.

6.12 **Restoration of Status.** After an employee has been formally disciplined, the employee may earn restoration of his/her status as an employee in good standing. For each year of employment after the last discipline, the employee shall be moved back one (1) step in the progressive discipline procedure until the employee is considered to be at step one. Unless the seriousness of the offense is great, all references to a disciplinary action shall be removed from an employee's record after three (3) years of service without disciplinary action. It shall be the employee's responsibility to request such removal at the end of three (3) years.

ARTICLE 7 - SENIORITY AND LAYOFF**7.1 Probation.**

7.11 A newly hired employee, or an employee upon entry into the bargaining unit, shall be on probationary status for sixty (60) calendar days taken from and including the first day of employment, provided that employees having contact with students or teachers in the performance of their duties shall serve at least thirty (30) work days while school is in session. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without recourse to the terms of this Agreement.

7.12 Probationary employees who are absent during the probationary period shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked.

7.13 Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue from hire-in-date.

7.14 Seniority in classification shall be as of date of entry into the classification, except for a probationary employee, in which case it shall be the date of completion of probation as provided in 7.11 above.

7.15 An employee shall lose his/her seniority for the following reasons: (1) He/she resigns from a classification covered by this Agreement; (2) he/she is discharged for cause and not reinstated.

7.16 Part-time employees will be credited with seniority on a prorata basis for the purpose of being eligible for promotion.

7.2 Lay-Off and Recall.

7.21 In the event that the Employer determines that it is necessary to have a layoff or other form of reduction in force, the employees in the affected classification shall have the right to remain in said classification on the basis of seniority. Those employees unable to remain in the affected classification shall have the right to utilize their District-wide seniority to displace the least senior employee in the same and then the next lowest classification. That displaced employee shall have the right to displace the least senior employee in the next lowest classification, and such process will continue until individuals are identified for the actual layoff. Employees may only remain in the classification or displace the least senior employee in the next lowest classification provided said employee is qualified to hold the position in question. For the purpose of this provision, employees shall be deemed to be in the

classification in which they are actually performing duties and individual wage rates shall be inapplicable.

7.3 Transfer and Promotion.

7.31 Each transferred or promoted employee shall be placed on a thirty (30) work day trial period when school is in session and in contract with students and teachers (during the school year)(while in the performance of their duties.

7.32 The bargaining unit seniority which was accumulative as of the date the employee is transferred or promoted shall be retained for an employee who accepts a transfer or promotion dealing with classifications covered by this Agreement. The employee shall have the right to exercise his seniority and return to a lower classification in the event that he/she vacates said transfer or promotion or does not satisfactorily complete the trial period.

7.4 Seniority List. Upon request of the Union, a current seniority list to include hire-in-date and classification shall be made available to the Union July 1st of each calendar year.

ARTICLE 8 - PROMOTIONAL PROCEDURE

8.1 Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) work days from the date of the vacancy, and the employee shall be given three (3) work days in which to make a written application. Newly created positions or vacancies are to be posted in the following manner: the type of work; the starting date; the rate of pay; the hours to be worked; and the classification.

8.2 From all employees applying for a vacancy or new position, the Employer shall rate the applicants as follows:

-30% of the rating shall be based upon the employee's District-wide seniority.

-50% of the rating shall be based upon the employee's ability to perform the duties of the applied-for position. Ability to perform shall be determined by demonstrable skills and past experience which has been, or is capable of being, documented. [For a building leader position, ten (10%) percent of the above-mentioned fifty (50%) percent factor shall be attributable to the successful completion of at least one (1) skilled trade course offered at an institution such as the local community college.]

-20% of the rating shall be based upon the Employer's judgment of the employee's attitude, performance (such as attendance problems), ability to supervise others and ability to get along with students, staff and the public.

From the applicants, the Employer shall select the employee who receives the highest rating for the vacant or new position. The Employer will fill the vacancy subject to the posting within five (5) days of the decision relative to the successful candidate.

8.3 Temporary transfers to a higher classification are not to exceed thirty (30) work days during which period of time there shall be no difference in rate of pay. If the transfer exceeds the thirty (30) work days, the Employee shall receive the rate of pay for that classification, for all hours worked in that classification.

ARTICLE 9 - NEW JOBS AND CLASSIFICATIONS

9.1 The Employer may establish, modify, or eliminate existing classifications or positions, and such new or revised job descriptions, specifications, classifications, and rate of pay as may be appropriate, provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee with the same classification or position at more than one location within the District shall not constitute the modification or establishment of a new or revised job classification or position.

9.2 The Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union steward and/or business representative in writing of any such temporary job which has been placed into effect upon the institution of such job. 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 period, but not thereafter, during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a 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 at Step III. 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 the matter through the grievance procedure, the new classification shall be added to and become part of this Agreement.

ARTICLE 10 - CONTRACTUAL WORK

10.1 **Contracting.** The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost the physical facilities of the District. Nothing in this Contract shall limit the right of the Employer to use such equipment, techniques and procedure or to contract or subcontract such work as the Employer

may determine to be in the best interest of the public, provided, however, that the Employer shall not exercise such rights for the purpose of undermining the Union nor discriminating against any of its members.

ARTICLE 11 - DUTIES AND WORK PROCEDURES

11.1 Jurisdiction. In addition to rights of the Employer set forth in other provisions in this Agreement the Employer shall have the right to employ or otherwise engage in the services of persons not covered by this Agreement for the purpose of instructional training, emergencies, or seasonal help, provided, however, in such latter event no employee or the Union shall be displaced thereby.

ARTICLE 12 - HOURS AND WORK PROCEDURES

12.1 Work Week. The work week shall consist of forty (40) hours during a period beginning Monday extending through Friday.

12.2 Work Day and Scheduling. The normal work day shall be eight (8) consecutive hours excluding a 1/2 hour unpaid lunch period. An employee shall receive not less than seven (7) days written notice prior to the date of any proposed schedule change, except emergencies shall require a shorter notice. The normal scheduled work week and work day shall not be changed without reasonable cause and prior consultation with the Union.

12.3 Rest Periods. Lunch Break: Each employee on the afternoon and night shift shall be allowed 1/2 hour paid lunch period. The employee shall remain on the premises and be reasonably available for performance of necessary duties. Rest Periods: Each employee covered by this Agreement shall receive one (1) 15-minute rest period during each half day worked. The rest period shall not interfere with normal operations. Notwithstanding any other provision of this Agreement, any employee starting his or her shift after 1:00 p.m. shall be considered on the afternoon shift and any employee starting his or her shift prior to 1:00 p.m. shall be considered on the day shift.

12.4 Distribution of Overtime. Overtime shall be divided and rotated as equally as possible within the building according to seniority and among the employees who regularly perform such work, provided they are qualified to perform the work. If requested to work overtime, the employee will normally do so unless excused. The Employer will endeavor to give employees advanced notice of overtime assignments. When equalizing overtime within a building, such overtime distribution shall be equalized among all individuals assigned to that building which shall include part-time employees and employees assigned on a part-time basis.

ARTICLE 13 - COMPENSATION

13.1 Basic Compensation. The basic compensation of each employee shall be as set forth on Schedule A.

13.2 Overtime Compensation.

13.21 Overtime Rate. Time and one-half (1 1/2) will be paid for: All time worked in excess of eight (8) hours in a twenty-four (24) hour period, provided that the employee works forty (40) hours in that week; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned. Time and one-half (1 1/2) will be paid for all hours worked on Saturday and Sunday. For the purpose of overtime calculation, the Employer shall utilize the normal day running from midnight to midnight.

13.22 Overtime Premium. Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked, except for work performed on a holiday.

13.3 Shift Differential. Employees whose regular shift contains six (6) or more hours worked between 3:00 p.m. and 7:00 a.m. will receive a shift differential of \$.15 per hour for all hours worked that day.

13.4 Call-in Pay. Whenever an employee is called-in, back to work after the completion of or prior to his/her regularly 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 of pay for hours worked or a minimum of one and one-half (1 1/2) hours pay at his/her straight time rate, whichever is greater.

13.5 On three (3) occasions per Contract year, the Employer has the right to develop a Tuesday through Saturday work schedule for the purpose of performing work that could not be performed on the normal schedule. When establishing such schedule, the District shall give first opportunity for such schedule change to the employees in the affected building on a voluntary basis. If not enough building employees volunteer, the School District shall then ask for volunteers on a unit-wide basis. Following that, if there are still not enough individuals to perform the required work, unit members may be assigned to such schedule on the basis of least seniority individuals being assigned provided they are qualified to perform the assigned duties. The School District shall give unit members reasonable notice of such schedule changes.

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

13.7 Deductions. The Employer shall have the right to deduct from the pay of employee such amounts as may be required by law, together

with such additional sums as may be mutually agreed upon by the Employer and the employee.

ARTICLE 14 - LEAVES

14.1 Sick Leave. Upon the completion of the initial probationary period, an employee shall be credited for each twelve (12) months of employment with ten (10) days sick leave for non-compensable personal injury, illness, or quarantine. Leave shall accumulate from year to year to seventy (70) work days. Any employee who had accumulated more than sixty (60) unused sick days on July 1, 1970, shall have such excess days available which shall not have been used in the interim. Any days accumulated prior to July 1, 1970, shall be used prior to the days accumulated since such date. Employees may utilize sick leave in increments of not less than two (2) hours or four (4) hours.

14.11 Incentive. Employees with perfect attendance for one quarter of a year shall receive a bonus of \$.50/day for each work day. The quarters shall be as follows:

- 1st. August, September, October
- 2nd. November, December, January
- 3rd. February, March, April
- 4th. May, June, July

14.2 Funeral Leave.

14.21 Employees may have up to three (3) days off with pay for a death in the immediate family (father, mother, child, spouse, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandchild, grandparent, or grandparent-in-law.) Two (2) additional days may be granted upon request where there are extenuating circumstances, such as closeness of personal relationship, responsibility for arrangements, or travel. Any additional days beyond the five (5) will be charged against sick leave.

14.22 Other Relatives or Close Personal Friends. Employees may upon request have sufficient time off with pay to attend the funeral of other relatives or a close personal friend. Such time off shall not exceed more than one (1) day per occurrence and such leave may not be utilized by any employee more than two (2) times per Contract year.

14.3 Jury Leave. Employees required to appear for jury qualification or jury service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received excluding expenses and travel allowances for such service. When attendance in court is not required, the employee shall report for work.

14.31 **Subpoena.** Employees subpoenaed to testify in court in civil or criminal proceedings that do not arise out of the employee-Employer relationship may use up to one (1) day of personal leave or one (1) sick day if no personal leave is available for said testimony.

14.4 **Personal Leave.** Any employee shall be credited with two (2) days leave with pay for legitimate business, professional or family obligations which cannot reasonably be scheduled outside of the regular work day. Personal leave shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation, or other similar purposes. The Employer shall not be required to grant leave on any one day to more than one (1) employee nor on any one day immediately preceding or following a holiday for such employee. Except in the case of an emergency, a request for a personal leave shall be made not less than three (3) working days prior to the leave date requested. Personal leave days shall not accumulate. Employees may utilize personal leave in increments of not less than two (2) hours or four (4) hours.

14.5 **Meritorious Leave.** The Employer, on its own motion or upon written request of an employee, may grant a leave for reasons of general health, family emergencies, military service, or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing leave.

14.6 **Leave Adjustment.** No payment for unused leave shall be made. If an employee shall not complete the contract period, the Employer shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date, provided that this provision shall not apply in the contract year in which an employee shall retire. Except as the Employer shall otherwise agree, leaves shall be allocated in one (1) day increments, shall be charged against duty days only and shall cease to accumulate during such period as the employee is on leave of absence, laid off, receiving Workers' Disability Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 **Application.** A party or employee having a grievance concerning interpretations or application of this Agreement, which has not been satisfactorily resolved within four (4) work days through normal procedures, may file a written grievance.

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

15.3 **Step Two.** If the reply is not satisfactory, the aggrieved party may within five (5) work days of receipt request a conference. It shall be held within five (5) work days and a representative of both parties shall be present. An Employee may in writing waive attendance at the conference and shall have the right to have an individual representative present. The party against whom the grievance is filed shall file a written reply with each party at the conference within five (5) work days after the completion of the conference.

15.4 **Step Three.** If the written reply is not satisfactory, the aggrieved party may submit the dispute to the American Arbitration Association in accordance with its rules and regulations within five (5) days of receipt of reply.

15.41 **The arbitrator's powers are expressly limited as follows:**

A. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement.

B. The arbitrator shall have no power to hear or decide issues other than the one expressly disclosed in the original grievance.

C. The arbitrator shall have no authority to hear or determine any dispute involving the exercise of a management function which is within the authority of the Employer.

D. The decision of the arbitrator shall be final and binding if within the scope of his/her authority.

15.42 The cost of arbitration shall be paid by the losing party. In cases where the issue has not clearly been decided in favor of one of the parties, the cost of the arbitration shall be borne equally by the parties.

15.43 The arbitrator's decision shall be due within thirty (30) days of the hearing.

15.5 **General Procedure.** All grievances shall be in the form set in Exhibit I. All employee grievances, except grievances against the Union, shall separately state the position of the Union. An instrument shall be deemed received one (1) day following its deposit in the United States mail, postage prepaid, when addressed as follows:

Employer:	Office of the Superintendent Comstock Public Schools Comstock, Michigan 49041
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Union: I.U.O.E. Local 547 A-B-C
13020 Puritan Avenue
Detroit, Michigan 48227

or such address as shall hereafter be furnished in writing.

15.51 At any time during the process of a grievance the employee or Union fails to meet a deadline, the grievance shall be considered dropped and no further action on the said grievance shall be required.

15.52 At any time during the process of a grievance the Employer fails to reply within the deadline established in this Agreement, the said grievance shall have been denied.

15.6 The provisions of the grievance procedure shall not apply to any event, decision, interpretation or application of this Agreement for which recourse is being sought through some other court, board or commission.

ARTICLE 16 - MISCELLANEOUS

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

16.2 Supervision. Except as an employee shall be required to perform duties at more than one (1) work location, he/she 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.

16.3 Health and Safety. Each of the parties agrees to take all reasonable precautions necessary to safeguard the health and safety of the employees, the Employer, students and members of the community. If an employee is injured on the job and is required to leave the job by virtue of his/her injury as determined by the doctor of the Employer, he/she shall be paid for the balance of his/her regular shift for that day. Any physical examination required by the Employer or by the State of Michigan as a condition of employment shall be paid by the Employer.

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

16.5 Bulletin Boards. The Employer will furnish for the local Union one (1) bulletin board at each building location. The boards shall be used for the purpose of posting Union related notices. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its

employees, or any labor organization among its employees; no material, notices or announcements which violate the provisions of this Section shall be posted.

16.6 Inclement Weather. When adverse or other conditions make it advisable to close school, each employee shall make every reasonable effort to comply with the normal report-to-work time. When conditions make normal reporting impossible, the Employer will make reasonable allowance for tardiness if the employee notifies the Employer of aforementioned problems.

16.61 Severe Conditions. In conditions of unusual severity, the Employer may advise the employees not to report with no loss of benefits.

ARTICLE 17 - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer unless the same has been ratified by the Union and executed in writing by the parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

ARTICLE 18 - BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto and their successors and assigns, except in the case a Section is found to be contrary to law, that Section shall not be binding.

ARTICLE 19 - TERMINATION, CHANGE OR AMENDMENT

19.1 This Agreement shall be effective as of August 1, 1987, and shall remain in full force and effect until July 31, 1988, (except as herein otherwise provided) and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least sixty (60) days prior to July 31, 1988, or any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. If no such notice

is given, then all the provisions of this Agreement shall be automatically renewed for an additional year.

BOARD OF TRUSTEES OF THE
COMSTOCK PUBLIC SCHOOLS
KALAMAZOO COUNTY, MICHIGAN

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

By: _____
Its President

By: _____
Its Business Manager

By: _____
Its Secretary

By: _____
Its President

By: _____

COMSTOCK PUBLIC SCHOOLSSCHEDULE "A"BASIC COMPENSATION

<u>Section 1</u>	<u>Basic Hourly Rate</u>
	<u>Effective August 1st</u>
	<u>1987</u>
Category "A" Employee	\$9.57
Category "B" Employee	9.14
Category "B-1" Employee	8.55
Category "B-2" Employee	8.45
Category "C" Employee	7.88
Category "C-1" Employee	7.59

Section 2: Employees in the "C-1" category will receive their increment step at their proper anniversary date.

Section 3: The pay periods shall be as established by the Employer.

Section 4: The Employer will pay the employee five (5%) percent portion of his/her retirement.

Section 5: All new employees in the bargaining unit shall be compensated strictly in accordance with the Compensation Schedule set forth in Section 1, provided that during their probationary period, the compensation shall be \$.25 per hour less than the scheduled rate.

Section 6: It has been agreed by the parties that the current incumbent in the Category "B" maintenance position shall receive an additional twenty-five (\$.25) cents per hour which shall be added to that incumbent's base hourly rate. This adjustment is only applicable to said current incumbent and will expire upon his leaving that position.

Section 7: All employees will receive a two (2%) percent lump sum payment based upon their 1986-87 wages. Such payment shall be made to the employees on or about October 30, 1987.

Section 8: Effective the first paycheck of December, 1987, employees with five (5) or more years of continuous employment will be eligible for a longevity payment as follows:

5 Years	\$25.00
6 Years	30.00
7 Years	35.00
8 Years	40.00
9 Years	45.00
10 Years	50.00

To be eligible for this payment, an employee must have utilized three (3) or fewer sick leave days per year.

Section 9: It has been agreed that unit members Blett and Meyers will be red circled at the 1986-87 pay rate. Such red circling will continue until the employees are due a pay adjustment pursuant to this schedule in which they are currently placed.

COMSTOCK PUBLIC SCHOOLSSCHEDULE "B"FRINGE BENEFITS

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

One Year	--	Five (5) days vacation with pay
Two through 5th Year	--	Two (2) weeks vacation with pay
Six through 14 Years	--	Three (3) weeks vacation with pay
Fifteen Years and Over	--	Four (4) weeks vacation with pay

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

Vacation days called for in the above schedule shall be allotted in six (6) month intervals. Vacation days must be used within twelve (12) months in which the days were allotted. Vacation days may be taken in increments of not less than two (2) or four (4) hours. All vacation usage must have prior approval by the employee's immediate supervisor.

Section 2. Holidays. Employees will be granted the following holidays with pay, namely:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Employees required to work on any of the above-named holidays shall receive time and a half (1 1/2) for all hours worked in addition to the regular holiday pay.

If an employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday, or he/she shall receive pay for the holiday. An employee on extended sick leave on any of the above-named holidays shall not have that day deducted from his/her accumulated sick leave.

In addition to the above-named holidays, each employee shall be granted one (1) floating holiday per Contract year. An employee desiring to utilize said floating holiday shall make a request for such use to his/her supervisor at least one (1) week prior to the date of desire utilization. It is understood that the Employer may deny the

utilization of the floating holiday based upon the availability of other employees to meet the needs of the Employer; however, the Employer shall not unreasonably withhold approval of the utilization of such floating holiday.

Section 3: Insurance. The Employer shall provide for each full-time permanent employee:

- A. \$10,000 term life insurance.
- B. Health Coverage: Equivalent to the current coverage supplied by MEBS; single employee, employee and spouse, and full-family coverage with a 50¢ prescription drug card. Should a change in the carrier be necessary, the Union will be consulted prior to the change.

An employee who receives compensation of at least sixty (60%) percent of his/her normal monthly compensation shall continue to be eligible for payment of the health insurance premium by the Employer for that month.

- C. Long term disability coverage as follows:
 1. For employees employed prior to August 12, 1973, sixty (60%) percent of their last salary after a thirty (30) calendar day waiting period, or the expiration of accumulated sick leave, whichever is greater. All other employees shall receive sixty (60%) percent of their last salary after a ninety (90) calendar day waiting period.
 2. Length of benefit is two (2) years for illness or age sixty-five (65) for accidental disability. Both are maximum. This is Social Security coordinated.
 3. Maximum monthly benefit is \$800.

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

D. Dental Expense Insurance

Basic Benefits:

Percentage	60%
Lifetime Deductible Amount	\$60

Maximum Annual Dental Benefit each \$600
Covered Individual

Orthodontic Expense Insurance - Not Included in Policy.

COMSTOCK PUBLIC SCHOOLSSCHEDULE "C"JOB CLASSIFICATIONSSection 1: Classification Duties

- A. Category "A" Employee. A category "A" employee shall:
1. Be able to perform all the duties of a category "B" employee.
 2. Have the overall responsibility for all the high school physical facilities.
- B. Category "B" Employee: A category "B" employee shall be assigned full time to maintenance and be able to perform the maintenance duties required by the school but not performed by other Union employees. These duties shall include but not be limited to the following:
1. Minor electrical work
 2. Plumbing
 3. Boiler maintenance
 4. Heating, air-conditioning, and controls
 5. Roofs
 6. Doors and locks
 7. Grounds
 8. Other equipment
- B-1 Category "B-1" Employee. A category "B-1" employee shall:
1. Be able to perform all maintenance duties required by the school which have normally not been performed by others.
 2. Be responsible for the Northeast Middle School or an elementary of 450 or more student population physical facility, and be able to perform all of the duties of a category "C" employee.*
- B-2 Category "B-2" Employee. A category "B-2" employee shall:
1. Be able to perform all maintenance duties required by the school which have normally not been performed by others.

2. Be responsible for an elementary school of less than 450 students and be able to perform all of the duties of a category "C" employee.*

C. Category "C" Employee. A category "C" employee shall:

1. Be responsible for the performance of duties involving the care and maintenance of buildings and grounds.
2. He/she performs daily and periodic thorough cleaning tasks as directed on floors, walls, doors, windows, ceilings, furniture, plumbing and equipment. This includes sweeping and mopping of floors, floor washings as needed, emptying and cleaning waste receptacles, dusting and straightening and arrangement of furniture and equipment, cleaning chalkboards, erasers, and chalk racks, 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.
3. He/she performs repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in building and on grounds.
4. He/she carries out assigned tasks of painting, refinishing, constructing and remodeling.

*Any change in the classification of an elementary head custodian from B-1 to B-2 or B-2 to B-1 shall occur on the fourth Friday of September of each year, commencing on the fourth Friday of September, 1978, and shall be based on the official fourth Friday student count for the State Department of Education.

Custodians who bid on openings in an elementary must accept the wages of classification for the classification of the job they are bidding for, should their request be granted.

5. He/she maintains school roadways, lawns, shrubbery, trees, fencing, drains, playgrounds and their equipment, and athletic fields and their equipment, as he/she is directed.
6. 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, and equipment malfunction, and renders assistance until help arrives in order to protect lives and property.

7. He/she sets good examples for young people using sound judgment and displaying attitudes in performing his/her work, dealing with others, and in personal appearance and conduct.
8. He/she performs his/her duties with care and thoroughness using good sense and in the knowledge that his/her contributions are an indispensable part of the teamwork required in promoting good education.
9. He/she carries out matters of preparing facilities for use at school and community events on the premises, then returns the areas to proper conditions for regular use.