

June 30, 1976

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AGREEMENT

Between

EAU CLAIRE PUBLIC SCHOOLS

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #547 AFL-CIO

Eau Claire Public Schools

*Local 547 IUOE
13020 Foxitan Avenue
Detroit, Mi. 48227*

Eau Claire, Michigan
July 1975

A G R E E M E N T

between

EAU CLAIRE PUBLIC SCHOOLS

Hereinafter referred to as the Employer

and

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

Hereinafter referred to as the Union

ARTICLE I

UNION RECOGNITION, UNION SECURITY, CHECK-OFF

SECTION 1.

(a) Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The term "employee" as used herein shall include all employee's within the classification's as listed in Schedule A.

SECTION 2.

(a) 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 under this Agreement.

(b) In the event that the Union refuses to accept any person to hired as a members, said person may continue in employment.

(c) The Union will save the Board harmless for any action taken or not taken pursuant to the provisions of this Article, including all expenses and judgments rendered by or in any court, agency or tribunal necessary in the enforcement of this Article.

SECTION 3. Dues Check-Off

(a) The employer shall deduct the Union's dues or service fees from employee's pay covered by the Agreement and transmit the total deduction to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month which said deductions were made.

(b) Such dues, as and when deducted, shall be forwarded to the Union forthwith.

ARTICLE II

MANAGEMENT RIGHTS

(a) 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.

(b) 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 III

VISITATION

Upon request by the Union and the presentation of proper credentials to the Superintendent of Schools or his designated representative, officers of accredited representatives of the Union may be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE IV

STEWARDS

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

(b) Upon permission being granted by the Administration and reasonable arrangements being made, a Steward may be allowed time off with pay for the purpose of investigating and processing grievances or attendance at negotiation

sessions with the Board's representatives when so required.

(c) During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, lay off and recall only; provided, he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

(d) A newly hired employee shall be furnished the name of the chief steward upon starting to work.

ARTICLE V

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, age or sex.

ARTICLE VI

JURISDICTION

(a) Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes for instructional training, experimentation or in the case where there would be no employee in the bargaining unit available to perform such work, except for the work that has been historically performed within the buildings and on the grounds during the spring and summer vacation periods.

In interpreting the meaning of Article VI, it is mutually agreed that the Board shall have the right to use students during normal school vacation periods as it has in the past and also to utilize the services of the shop teacher as a carpenter in providing materials and services about the school premises.

(b) Any student working in conjunction with an assigned custodian within a building shall be under the direction of the custodian in charge of the area.

(c) Whenever there are extra non school activities schedule in the building, the employer shall assign a custodian to cover such activities.

ARTICLE VII

CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members. In the event of a personnel cutback or a phaseout of work for any reason, the employees covered by this Agreement shall be allowed to exercise their seniority rights to displace less senior employees covered by this Agreement. Provided, however, said senior employees have the required qualifications to perform the work required in the classification.

ARTICLE VIII

SAFETY

The Employer and all employees shall become familiar with and abide by the rules and procedures set forth in the Michigan Occupational Safety and Health Act.

ARTICLE IX

SENIORITY

(a) A newly hired employee shall be on a probationary status for thirty (30) working days taken from and including the first day of employment. If at any time prior to the completion of the thirty (30) working day probationary period, the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first thirty (30) working days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. In the event that

two or more employees begin to work on the same working day, such employees shall be placed on the seniority list, based on the first letter of their last name.

(Example: Able would have more seniority than Brown.)

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

(d) An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.
3. Absent for five (5) consecutive working days without notifying the employer.
4. If an employee does not return from sick leave or leave of absence on date he is due to return except if such employee notifies the employer by no later than forty-eight (48) hours prior to the date the employee is scheduled to return to work.

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit by giving employer 2 weeks advance notice in the event that he vacates his supervisory position.

(f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. The regular employees shall be placed on a single seniority list, and all substitute employees shall be maintained on a separate seniority list. The seniority date in each case shall be as of the first working day. Seniority in classification shall be as of date of entry into the classification.

ARTICLE X

DISCIPLINE DISCHARGE

Dismissal, suspension and/or any other disciplinary action shall be only

for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination, willful neglect of duty, use of alcoholic beverages on the job, smoking in undesignated areas, habitual profanity on the job, immoral conduct or willful violation of agreed upon rules.

ARTICLE XI

TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) 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.

(c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered an open position and posted for bidding from interested employees.

(d) Whenever a temporary vacancy occurs the Employer shall transfer the most

senior substitute employee to such vacancy. The most senior substitute employee shall continue to work in that position until a final determination is made as to the status of the absent employee. When it is determined that the absent employee is able to return to work, the substitute employee shall be returned to a substitute status. In the event the absent employee is not able to, or does not return to work, the position shall then be posted for bidding among all interested regular employees, and then the most senior substitute employee shall be allowed to promote to a regular position.

ARTICLE XII

NEW JOBS

(a) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event 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 rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) 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. 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 a part of Schedule A of this Agreement.

ARTICLE XIII

LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work, and has exhausted all means of compensation from the Employer, shall be granted a leave of absence without pay for a period up to one (1) year for such disability, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employee.

(b) Leaves of Absence without pay shall be granted for a period of time up to thirty (30) calendar days for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents.

(c) Leaves of absence without pay may be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Employer with a statement from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do, and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence without pay. Upon her return to work she will be required to furnish a medical statement to the Employer, from her physician, indicating that she is physically able to return to work.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

(f) Leaves of absence without pay will be granted to employees who are active

in the National Guards or a branch of the armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

(g) Any employee in the bargaining unit elected or appointed to full-time office or position in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office or position and shall accumulate seniority during his term of office or position and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights. The leave of absence shall be subject to renewal at the end of the term of office.

(h) All reasons for 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.

(i) An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and he shall retain seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence without pay may be granted at the discretion of the Employer, for reasons other than those listed above when they are deemed beneficial to the Employee and the Employer.

ARTICLE XIV

GRIEVANCE PROCEDURE

(a) For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the EMPLOYER and the UNION, or any employee represented by the Union, as to the effect, interpretation or application of the provisions of this Agreement or as to any claim of breach or violation of this Agreement by either part, provided that such dispute shall not involve a change in, addition to, or subtraction from the contract.

(b) For the purpose of processing grievances "Work day" shall be defined

as a day when the employee is regularly scheduled to work and for the purpose of the job classifications which do not work during the summer months or during scheduled school vacation periods "work days" shall mean the next week day exclusive of Saturday and Sunday.

(c) The time elements in the Steps may be shortened or extended or waived upon written mutual agreement between the parties.

(d) A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure.

(e) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee of 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.

Step 1.

(a) Any employee having a grievance shall discuss the grievance with his Group Leader, and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.

(b) The Steward then may submit the grievance to the Superintendent of Schools, stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged contract violation. The Employee and the Steward shall sign the grievance.

Step 2.

(a) The Steward shall meet with the Superintendent of Schools or his designated representative to discuss the grievance within five (5) working days of its written submission to the Superintendent of Schools or his designated representative.

(b) The Superintendent or his designated representative shall give his

decision in writing within ten (10) working days of his meeting with the Steward.

Step 3.

(a) If the decision of the Superintendent of Schools or his designated representative is not satisfactory, an appeal shall be presented in writing within five (5) working days to the Superintendent of Schools, who shall meet with a Business Representative of the Union at a time mutually agreeable. The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent of Schools or his designated representative after meeting with the Steward was not satisfactory.

(b) The Superintendent of Schools shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Business Representative of the Union.

Step 4.

(a) Any appeal of a decision rendered by the Superintendent of Schools or his designated representative shall be presented to the Board of Education within five (5) working days and the Board shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason, or reasons, why the decision of the Superintendent or his designated representative was not satisfactory.

(b) The Board of Education shall give their answer in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

Step 5.

(a) If the decision of the Board of Education is not satisfactory, the Union may request the services of the State Mediator as provided by Michigan State Law.

ARTICLE XV

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:10 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, except when mutually agreed upon between the parties.

Section 2.

(a) It is hereby agreed between the parties hereto that whenever an employee shall work more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in one work week, he shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for hours worked.

(b) Whenever an employee is required to work on a Sunday, he shall be paid at two times the regular rate for all hours worked.

Section 3.

(a) Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half ($1\frac{1}{2}$) his regular rate or a minimum of three (3) hours pay at his straight time hourly rate, whichever is the greater.

Section 4.

(a) Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the second four (4) hours worked per day and such rest periods shall be confined to the premises.

Section 5.

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

Section 6. Distribution of Extra Bus Runs.

(a) At the beginning of each school year, each bus driver shall indicate in writing to their Group Leader if they desire to be placed on either the Active or Inactive Seniority List, so that the Group Leader will have an available list of all the Bus Drivers who desire to make the extra bus runs. The Bus Drivers will also indicate in writing if they wish to be placed on the Long Mileage Bus Run List.

(b) When extra bus runs are to be scheduled, the Group Leader shall assign the first run to the employee with the highest seniority on the Active Seniority List.

(b) The normal work day shall be eight (8) consecutive hours, except when mutually agreed upon between the parties.

Section 2.

(a) It is hereby agreed between the parties hereto that whenever an employee shall work more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in one work week, he shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for hours worked.

(b) Whenever an employee is required to work on a Sunday, he shall be paid at two times the regular rate for all hours worked.

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(a) Whenever an employee is called back to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half ($1\frac{1}{2}$) his regular rate or a minimum of three (3) hours pay at his straight time hourly rate, whichever is the greater.

Section 4.

(a) Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the second four (4) hours worked per day and such rest periods shall be confined to the premises.

Section 5.

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(b) When extra bus runs are to be scheduled, the Group Leader shall continue to go down the entire Active Seniority List until each employee has been assigned a bus run. When all of the employees on the Active Seniority List have been assigned an equal number of trips, the Group Leader shall then once again go to the most senior bus driver and continue to rotate all the extra bus runs according to seniority in the Active Seniority List. The Group Leader shall attempt to keep total hours charged as nearly equal as possible for the purpose of rotation of bus runs among all drivers on the list, even in the event such equalization would result in a break of the normal rotation. The Group Leader shall post on the employee's bulletin board the extra runs that are assigned the Bus Drivers who are on the Active Seniority List.

Then, as additional bus runs become available, the Group Leader shall continue to go down the entire Active Seniority List until each employee has been assigned a bus run. When all of the employees on the Active Seniority List have assigned an equal number of trips, the Group Leader shall then once again go to the most senior bus driver and continue to rotate all the extra bus runs according to seniority in the Active Seniority List.

The Group Leader shall attempt to keep total hours charged as nearly equal as possible for its purpose of rotation of bus runs among all drivers on the list even in the event that such equalization would result in a break in the normal rotation.

(c) The employees shall indicate their desire as to being placed on either the Active or the Inactive Seniority List in writing to their Group Leader on application forms to be furnished by the Employer. An employee may also be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive to the Active Seniority List by requesting from their Group Leader the proper application form and by submitting such form in writing to their Group Leader.

(d) The employees who desire to be placed on the Long Mileage Bus Runs Seniority List shall all be given the opportunity to make such trips according to seniority until each bus driver on the Long Mileage Bus Run Seniority List has either taken a run or has been asked by their Group Leader to take Long Mileage Bus Run. The Long Mileage Bus Run hours would not be charged against that employee on the Active Seniority List as far as hours worked for distribution of the normal extra bus runs on the Active Seniority List. The Long Mileage Bus Run shall be any extra bus runs which will involve a round trip of no less than 150 miles.

ARTICLE XVI

PAID LEAVE

Section 1.

(a) Each employee covered by this Agreement shall be entitled to paid

leave at the rate of one (1) day per month in the employee's individual paid leave bank which shall accumulate to a maximum of one hundred (100) days. These days can be used in the event of illness, funeral or for personal reasons.

(b) A newly hired employee shall be entitled to their paid leave days they have earned during their probationary period upon satisfactory completion of the probationary period.

(c) Paid leave shall be granted for the following reasons:

1. Sick Leave
2. Funeral Leave
3. Personal Business Days

(d) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee requires the care and attendance of the employee.

(e) Record of paid leave accumulated and taken shall be available to the employees or the Union upon request.

Section 2. Funeral Leave

(a) The employees shall be granted time off with pay for a death in the employee's immediate family, which shall be deducted from the employee's paid leave bank. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee.

(b) Employees may be granted time off with pay, to attend funerals of non-family members and such time shall be charged to the employee's paid leave bank.

Section 3. Personal Business Days

(a) Personal business days shall be granted to the employees covered by this Agreement, which shall be charged to the employee's paid leave. The purpose of this leave is to relieve the employees of financial hardship in situations over which they have no control. Employees requesting personal business days other than

a financial hardship shall be unpaid days.

1. Personal business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to other than during the employee's normal work day.
2. Application for personal business leave must be submitted in writing at least forty-eight (48) hours in advance, except in the event of an emergency when a shorter notice may be acceptable.

ARTICLE XVII

HOSPITALIZATION

(a) Board of Education will pay full cost of full family Hospitalization Insurance for those who wish to participate in the Hospitalization program with the exception of bus drivers.

ARTICLE XVIII

UNIFORMS

(a) Board of Education will furnish uniforms for all custodial and maintenance personnel. Board reserves the right to select color and style of uniforms.

(b) All Eau Claire bus drivers shall be furnished a uniform jacket on at least a bi-annual basis.

ARTICLE XIX

HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the Employees, for all of the Employees, who are covered by this Agreement, except the Bus Drivers, and providing that the holiday does not fall on Saturday: New Year's Eve Day, New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas, Good Friday.

(b) Employees required to work on New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day or Christmas Day shall receive double time for hours worked in addition to the regular holiday pay.

(c) Employees required to work on New Year's Eve Day, Day After Thanksgiving, Christmas Eve Day or Good Friday shall receive straight time for hours worked in addition to the regular holiday pay.

(d) If an employee is on vacation on any of the above-named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday. In the event that an employee is on ^{7.m.m.} ~~vacation~~ ^{paid leave} on any of the above named holidays, he shall not have that day charged against his allowable paid ^{7.m.m.} ~~vacation~~ ^{LEAVE} time.

(e) Employees off sick on the holidays or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement, except the Bus Drivers, who have completed one (1) year of service shall receive two (2) weeks vacation with pay; and after nine (9) years of service said employee shall receive three (3) weeks vacation with pay.

(b) To be eligible for a full vacation, an employee must have worked eighty (80%) percent of his regularly scheduled working hours.

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^{7.m.m.} (b) add: An employee who works less than eighty (80%) percent of his ^{ive} regularly scheduled working hours, shall receive prorata vacation allowance ^{h or} based on his actual percentage of hours worked.

ARTICLE XXI

ACT OF GOD DAYS

Whenever an Act of God Day or Days would be declared by the Employer, because of conditions beyond the Employer's control, the employee shall receive his normal day's pay even though no work is performed by the employee.

ARTICLE XXII

LIFE INSURANCE

The Employer shall pay the total premium for all of the employee's covered by this Agreement with the exception of the bus drivers for a \$5,000.00 term life

insurance with MESSA to be the recognized carrier.

ARTICLE XXIII

PHYSICAL EXAMINATIONS

Bus Drivers shall be required to pass an annual physical examination to be eligible to drive a bus. Costs of bus drivers physical examination will be paid by the employer. Examinations will be conducted by a doctor selected by the employer.

ARTICLE XXIV

DRIVER LICENSING

Bus Driver shall obtain a Chauffeur's License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Employer.

ARTICLE XXV

JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for the actual time lost as a result of such appearance of service, less any compensation received for such jury service.

In the event an employee is released from jury duty in sufficient time to return to work and perform at least two (2) hours work, they shall be expected to return and perform their normal, customary duties. Jury duty pay will be subject to proof of service.

ARTICLE XXVI

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employee 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 XXVII

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVIII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms of 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 XXIX

TERMINATION AND MODIFICATION

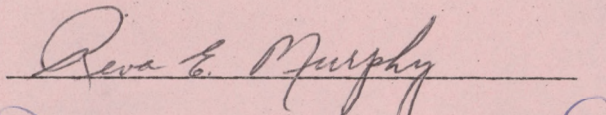
- (a) This Agreement shall continue in full force and effect until June 30, 1976.
- (b) If either party desires to modify or change this Agreement it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendments and shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, then this Agreement may be terminated by either party on ten (10) calendar 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.

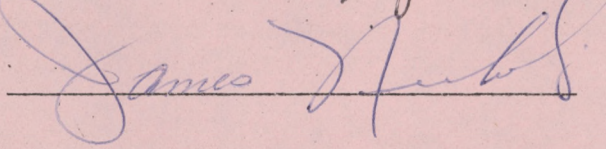
(c) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union: International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48203, and if to the Employer addressed to: Eau Claire Public Schools, West Main Street, Eau Claire, Michigan, 49111, or to any other address the Union or the Employer may make available to each other.

(d) The effective date of this Agreement is JULY 1, 1975.

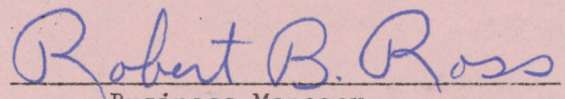
IN WITNESS WHEREOF: the parties hereto have cause this instrument to be executed,

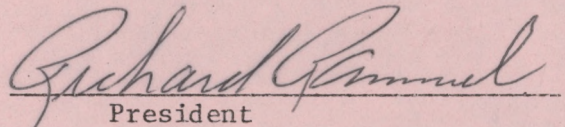
EAU CLAIRE PUBLIC SCHOOLS

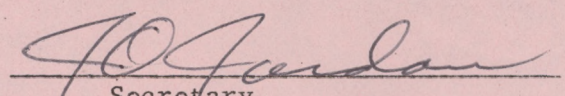




INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO



Business Manager


President


Secretary

SCHEDULE A
SALARY SCHEDULE

Effective July 1, 1975

<u>CLASSIFICATION</u>	<u>1ST MONTH</u>	<u>2-12 MONTHS</u>	<u>1 YEAR & OVER</u>
Custodian	\$3.09 per hour	\$3.35 per hour	\$3.64 per hour
Utility Custodian	\$3.09 per hour	\$3.35 per hour	\$3.64 per hour

	<u>1ST YEAR</u>	<u>2ND YEAR & OVER</u>
Bus Drivers	\$1,850	\$2,250

In addition to the above the Board of Education will pay the 5% Retirement for each employee.

- A. A newly hired employee shall hire into the above classification according to the schedule. Yearly step increase go from July 1 each year. However, a newly hired bus driver must have completed ninety (90) days of employment prior to July 1 to be eligible for a step increase.
- B. The Employer shall pay the cost of the admission ticket for all Bus Drivers who drive spectator and player bus runs for all away games.
- C. The salary schedule for the Bus Driver is computed on the basis of a yearly salary except as indicated herein, and would be paid to the Bus Driver for each regularly scheduled bus run they make, and in the event that the Bus Driver would be paid for one-half (1/2) the total amount of the annual salary as listed in the salary schedule for running the Kindergarten Bus Run.
- D. Bus Drivers shall be paid at the rate of \$2.00 per day per run for Shuttle Runs.
- E. A substitute bus driver shall be paid at a rate of \$10.45 per day.
- F. All field trips are to be paid at the hourly rate of \$3.34 per hour from departure time until time of return.
- G. Sports events are to be paid at the rate of \$14.00 per trip under a 35 mile radius of the school. When such trips exceed 5 hours drivers shall be paid

at a rate of \$3.34 per hour.

- H. A Bus Driver must drive the major portion of a school year in order to receive a year's credit.
- I. Salary of all regular Bus Drivers to be paid in equal installments of twenty-one (21) checks.
- J. Whenever a bus driver would take any extra bus runs that would require an overnight stay he shall be paid at the proper rate of pay for the on duty time plus any actual expenses incurred.
- K. A minimum of at least three (3) days notice for field trips must be given. If the three (3) days notice is not given the employee may decline such run or be paid a premium of five (\$5) dollars.
- L. Complaints about bus drivers shall be put in writing stating nature of complaint, also the name of person turning in the complaint (in triplicate). One copy to the driver, one copy to be put into the driver's file, one copy to the Union Steward.
- M. Copies of all requisitions/trip sheets, shall be made in triplicate, the driver shall retain one copy, one shall go to the teacher after approval and one completed form to Bookkeeper for pay purposes.
- N. Drivers reporting for a schedule run, which cancelled after having reported, shall receive reporting one hour of pay at \$3.34 per hour.

EAU CLAIRE PUBLIC SCHOOLS

Deva E. Murphy

James E. Hildebrand

Franklin Jackson

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

Robert B. Ross
Business Manager

Richard Samuel
President

JO Jordan
Recording-Corresponding Secretary