

AGREEMENT

between

ST. CHARLES COMMUNITY SCHOOLS

and

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

JULY 1, 1997- JUNE 30, 2001

St. Charles Community Schools

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LABOUR AND INDUSTRIAL
RELATIONS COLLECTION
Madras State University

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AGREEMENT

Entered into this 3rd day of September, 1997, between the Board of Education of the **St. Charles Community School District**, hereinafter referred to as the "**Board**" and the **International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO**, hereinafter referred to as the "**Union**".

ARTICLE I PURPOSE

The purpose of the Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

ARTICLE II NON-DISCRIMINATION

The Board 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 not to discriminate against any person or persons because of race, creed, color, age, sex or national origin.

ARTICLE III RECOGNITION

A. Pursuant to and in accordance with the applicable provisions of act 379 of the Public Acts of 1965, as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all of the employees covered by this Agreement with respect to rates of pay, wages, hours, working conditions and other conditions of employment.

B. The term "employee", as used herein, shall include all members of the Unit as defined in Appendix A, but excluding all administrators, supervisors, professional employees, clerical employees, student employees, substitute employees, and all other employees.

ARTICLE IV JURISDICTION

A. Except as provided in paragraph B of this Article, employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.

B. The provisions of this Article shall not be applicable to the supervisors of employees covered by this Agreement or to students employed by the Board, provided that the Board will make every possible attempt to employ regular full-time employees and that the employment and assignment of students shall not result in the termination, replacement or lay-off of regular employees now or hereinafter employed in a classification subject to this Agreement. Such supervisors and students shall not constitute a part of the Bargaining Unit.

ARTICLE V AGENCY SHOP AND CHECK-OFF

A. All employees employed in the Bargaining Unit, or who become employees in the Bargaining Unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this Agreement, or within ninety (90) calendar days of the date of hire by the Employer, 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.

B. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

C. 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.

D. The Union agrees that it will treat all employees in the same manner with regard to the provisions contained within this Agreement, irrespective of Union membership.

E. The Board shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues.

F. Employees shall be deemed to meet the provisions of this Article if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.

G. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount of fees for Union dues and/or service fees.

H. Deductions shall be made thereafter only after authorization for check-off of dues or initiation fees has been properly executed and is in effect.

I. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deductions not in accordance with this Article.

J. Check-off of dues and initiation fees under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative, and shall be deducted from the first (1st) pay of the month and each month thereafter for the term of this Agreement.

K. Such fees, accompanied by a list of employees from whom they have been deducted and the amount, shall be forwarded to the Union no later than forty (40) days after the deductions have been made.

L. An employee shall cease to be subject to check-off of dues beginning the month immediately following the month in which he is no longer a member of the Bargaining Unit. The Union will be notified by the Board or its designated representative of the names of such employees.

M. The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum than that actually constituting the deductions made from wages, and the Union will furnish the Board or its designated representative with the names of all the employees paying dues directly to the union and it will update any changes on a monthly basis.

N. When an employee does not have sufficient money due him after deductions have been made for Social Security, Federal and State Income Tax, insurance or any other deductions authorized by the employee or required by law, membership dues for that month will be collected by the Union directly from the employee.

O. If the above provisions are deemed illegal by a court of last resort, then such provisions shall be considered null and void for the remainder of the Agreement.

P. The Union will protect and save harmless the school district, the Board, and all employees thereof from any and all claims, demands, suits, costs and other forms of liability, including attorney fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

ARTICLE VI NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its Officers, Representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be the cause for immediate dismissal.

ARTICLE VII BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.

2. To hire all employees, and subject to the provision of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion; and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws and Constitution of the State of Michigan and of the United States.

C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE VIII STEWARDS AND VISITATION

A. The employees shall be represented by a Chief Steward and Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, whose names shall be furnished to the Board in writing.

B. In the event the Board requests that the Steward take time off from his regular job assignment for the purpose of investigating a grievance, attending grievance meetings or attending negotiation meetings, he shall be paid for such time, not to exceed his regular daily rate by the Board.

C. During his term of office, the Chief Steward shall be deemed to head the seniority list, within his classification, 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 of office, he shall be returned to his regular seniority status.

D. After presentation of proper credentials to the Superintendent or his designated representative, full-time employees such as Officers or accredited Representatives of the Union may be admitted into the buildings of the school system to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such activity is not in areas which would be detrimental to the management and function of the school, its students, or its employees.

ARTICLE IX GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall mean a complaint by an employee in the Bargaining Unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is available by law in another administrative forum including E.E.O.C. claims.

2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

3. The primary purpose of the procedures set forth in this Article is to secure at the lowest possible level equitable solutions to the problems which may arise relative to the application or operation of this Agreement.

4. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of these procedures. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

5. The following Grievance Procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement.

6. Failure of an aggrieved party to appeal a decision at any level within the specified time limits herein set forth shall be deemed as evidence of acceptance of the decision reached at that level.

7. The term "days" when used in this Article shall mean weekdays, Monday through Friday, during the summer as well as during the school year, but excluding holidays, Saturdays and Sundays (except where the term "calendar days" is expressly used).

B. Procedure:

1. An employee having a grievance shall first discuss the matter informally, but fully and frankly, with his immediate supervisor within ten (10) days of the occurrence of the alleged grievance.

2. If the grievance is not settled orally, it should be reduced to writing and presented to the employee's immediate supervisor within fifteen (15) days of the act or condition that caused the grievance, specifying the specific provision of the contract that was allegedly violated, the remedy requested and signed by the aggrieved.

3. The employee's immediate supervisor will answer the grievance within five (5) days from the date it was filed in writing, unless extended by mutual agreement in writing.

4. Unless appealed in writing to the next step within five (5) days, such answer shall be final.

5. If appealed, the grievance shall be presented to the Business Manager or his/her designated representative.

6. If presented to the Business Manager or his/her designated representative, he shall arrange for a conference with the employee and/or the Chief Steward in an attempt to settle the grievance.

7. Said conference shall be held within ten (10) days from the date of receipt of the grievance and will be scheduled at a time mutually agreeable to the parties.

8. The Business Manager or his/her designated representative shall answer such grievance in writing within five (5) days from the date of said conference, unless extended by mutual agreement.

9. Unless appealed to the next step within five (5) days, such answer shall be final and binding.

10. If appealed, the grievance shall be presented to the Superintendent or his designated representative, who will arrange for a conference with the Chief Steward and/or a Business Representative of the Union in an attempt to settle the grievance.

11. Said conference shall be held within ten (10) days from the date of receipt of appeal and will be scheduled at a time mutually agreeable to the parties.

12. The superintendent or his designated representative shall answer such grievance in writing within ten (10) days from the date of the conference, unless extended by mutual agreement in writing.

13. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) days from the date of the decision by the Superintendent or his designated representative.

14. The appeal shall be in writing and shall state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.

15. Such grievances shall be placed on the agenda of a regular Board Meeting scheduled within a period of forty (40) calendar days from the date of receipt of the appeal, and the representatives of the Union shall be advised in writing as of the time and place of this meeting.

16. The Board or its designated representative shall answer such grievance in writing within fifteen (15) calendar days from the date of the conference, unless extended by mutual agreement.

17. If the appealing party is not satisfied with the disposition of the grievance by the Board, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Board, the grievance may be submitted to arbitration.

18. 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. The Michigan Employment Relations Commission will forward a listing of seven (7) names of arbitrators available. The Union and the Board will alternately strike one (1) name from the list until the final name remains. The Union shall strike first. Each party shall have one (1) opportunity to request a new series of names. The final named arbitrator shall hear the grievance in question.

19. The arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.

20. Each party shall be responsible for the expenses of the witnesses that they may call.

21. 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.

22. The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be determined by the arbitrator.

23. 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.

24. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.

ARTICLE X SENIORITY

A. A new employee will be considered as a probationary employee until he has worked for ninety (90) working days during a period of six (6) continuous months. Probationary employees who are absent during the probationary period must work additional days equivalent to ninety (90) working days which must be accomplished within the six (6) month period. When the employee completes the probationary period by accumulating ninety (90) working days within not more than a six (6) month period, he shall be entered on the seniority list and shall rank for seniority from the day ninety (90) working days prior to the day he completes the probationary period. There shall be no seniority among probationary and temporary employees and, if at any time during the probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Board without appeal by the Union.

B. An up-to-date 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 the employee's date of hire in the district, the date the employee began working in a particular classification, and the seniority the employee has in any classification.

C. Seniority shall be broken for the following reasons:

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the Grievance Procedure.
3. If the employee is absent for more than one (1) continuous work day without properly notifying the Board, unless a satisfactory reason is given.
4. If an employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.
5. If an employee is laid off for a continuous period equal to the seniority he had acquired at the time of such lay-off period not to exceed two (2) years.

D. 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 who is in a lower classification in the same job series; provided the senior employee is qualified to hold the position held by the lesser seniority employee. An employee that holds seniority in another job series will be permitted to displace a lesser seniority employee in that job series, provided the senior

employee is qualified to hold the position held by the lesser seniority employee. Laid off or discharged probationary employees shall not have recourse to the terms of this Agreement.

E. Seniority shall accumulate for an employee of the Board who has worked in a classification that is currently in the Bargaining Unit and who is currently in a supervisory position or who may be transferred to a supervisory position.

ARTICLE XI TRANSFERS AND PROMOTIONS

A. Notice of all vacancies and newly created positions within the classifications covered by this Agreement shall be posted on the employees' bulletin board within one (1) pay period from the date of vacancy, except as herein below specified. The employee shall be given three (3) working days time in which to make application 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.

1. Promotions or transfers within a classified Custodial position or an Assistant Cook position shall be made on the basis of the following items and in that order:

- a. Potential ability to perform the job as determined by representatives of the Board.
- b. Record of past performance during the previous twelve (12) month period.
- c. Seniority within the district.

2. A job auction will be held before school starts each year for drivers to select runs on the basis of seniority. Drivers will be paid for one (1) hour at a minimum wage for the meeting. Any driver not attending the job auction will be assigned the remaining run or runs, without bumping privilege regardless of seniority. However, in cases of extreme emergency of a critical nature, and with prior arrangements with the Director of Transportation and the Union Steward, a driver may be excused from the selection meeting and have the Steward choose a run or runs for that driver. Drivers shall select runs on the basis of seniority and shall forfeit bidding privileges for the balance of that school year except for one (1) bidding privilege during the school year that results in a move when a vacancy arises.

If a bus run is eliminated during any month, that driver may displace a lower seniority driver with equal number of runs. The second (2nd) driver may displace a lower seniority driver with lesser runs.

B. Any employee temporarily transferred from his classification to another classification within the Bargaining Unit shall be paid 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. Employees that desire to fill a vacancy in another job series shall be given the same consideration as new applicants. When an employee is transferred into another job series, their seniority in their old job series shall be frozen as of the effective date of the transfer and they shall have new seniority date in the job series to which they are transferring.

D. If the absence of a bus driver is scheduled for two (2) weeks or more it will be offered to the most senior driver in rotation.

**ARTICLE XII
NEW JOBS**

A. When new jobs 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 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 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 applied to the date the employee first began working in the 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 XIII
LEAVES OF ABSENCE**

A. Sick Leave

1. Each full-time permanent employee classified as a cook, whose regular work assignment is four (4) hours or more on a daily basis, will be entitled to a total of ten (10) days per full scheduled work year of employment. Assistant Cooks in the union, who also work in the breakfast program, will be entitled to receive sick leave pay for breakfast. Each full-time permanent employee classified as a Custodian, whose regular work assignment is four (4) hours or more on a daily basis, will be entitled to a total of twelve (12) days per full year of employment. The total accumulation of sick days shall be ninety (90) days.

2. Each full-time permanent employee classified as a Bus Driver, who has two (2) or more runs per day, shall be granted nine (9) sick leave days per year, accumulative to a total of fifty (50) days. The nine (9) days will accumulate one (1) day per month of employment.

3. Regular employees not covered under the provisions of A(1) or A(2) above, shall be eligible to receive five (5) sick days per year to be used for personal absence for illness or disability, accumulative to a total of fifty (50) days.

4. Sick days will be prorated for employees working less than the full scheduled work year, based upon the number of days scheduled for the employee in the work year from July 1st to June 30th. Fractions of sick days will be rounded to the nearest one-half (1/2) sick day.

5. All requests for sick leave must be submitted to and approved by the Superintendent or his designated representative.

6. The Board, at any time, at its expense, may require an employee to submit to an examination by an independent physician.

7. An employee's accrued sick leave shall be computed at the beginning of the school year. Such computation shall include full leave and entitlement for the current year and any excess over the allowed maximum shall be permanently discarded.

8. Employees who leave employment of the school district, except on an approved leave of absence or retirement, shall forfeit all of their unused sick leave accumulation, and such time shall not be restored if any employee should later be re-employed by the Board.

9. Records of sick leave accumulation shall be available to the employee or the Union upon request to the Superintendent or his designated representative.

10. Employees who retire under the provisions of the State Retirement Plan shall be paid:

<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
\$16.00	\$17.00	\$18.00	\$20.00

per day for each day of unused accumulated sick leave.

B. Leaves of absence with pay chargeable against the employees accrued sick leave allowance shall be granted at the discretion of the Superintendent or his designated representative for the following reasons:

1. **Personal Illness of the Employee**

As many days may be used for this purpose as required for recovery up to the number of accrued leave days earned by the employee.

2. **Death in the Immediate Family**

A maximum of five (5) days sick leave will be allowed an employee in the event of a death in the immediate family. The immediate family for the purposes of this provision shall be defined as mother, father, husband, wife, child, stepchild, spouse of child, sister, brother, grandparent, grandchild, or any other relative who is a permanent resident in the employee's home. The employee will be allowed a maximum three (3) days in the event of a death of a sister-in-law, brother-in-law, father-in-law, or mother-in-law.

3. A maximum of three (3) days per school year will be allowed an employee in the event of a critical illness in the employee's immediate family. The immediate family for the purposes of this Section shall be defined as an employee's mother, father, husband, wife, child, stepchild, or any relative who is a permanent resident of the employee's home. Critical illness shall be defined as a life threatening condition requiring the presence of the employee.

C. **Personal or Business Leave**

A maximum of three (3) days to be deducted from sick leave allowance may be granted for emergency or critical business purposes when advance permission of the Superintendent or his designee has been secured by the employee. Emergency or critical business leave will be limited to the following circumstances and the duration will be dependent upon requirement of the specific situation.

1. Marriage or graduation of a member of the immediate family or the employee himself.

2. Birth of a child to the wife or an employee.

3. Time necessary for travel due to a death in the immediate family as defined in Section B of this Article.

4. A household emergency wherein postponement of attention by the employee would threaten compounding the severity of loss or damage.

5. One (1) day of leave per occurrence when illness in the family requires the employee to make arrangements for medical or nursing care.

6. Time necessary to conduct personal business of a critical nature which cannot, for specific reasons, be handled outside of regular school hours. Evidence of definite urgency will be prerequisite to the Superintendent's approval prior to such leave.

7. One (1) day to attend the funeral of a long-time, close, personal friend.

D. Emergency Leave

1. A maximum of five (5) days which shall not be charged against an employee's sick leave allowance may be granted at the discretion of the Superintendent, whose judgment shall not be challenged under the provisions of the Grievance Procedure, for an emergency created by a catastrophe such as a fire, flood, or tornado which causes extensive damage to the person or property of an employee or his immediate family. (Immediate family for the purposes of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is a permanent resident of the employee's home.)

2. A maximum of three (3) days which shall not be charged against an employee's sick leave allowance may be granted upon the death of a member of the employee's immediate family, (Immediate family for the purposes of this Section shall be defined as employee's mother, father, husband, wife, child or any relative who is a permanent resident of the employee's home.)

E. Upon the death of an employee, the unused portion of his accrued sick leave shall be paid to his estate at the rate of:

<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
\$16.00	\$17.00	\$18.00	\$20.00

per day of unused accumulated sick leave.

F. Leaves of absence without pay may be granted for the following reasons:

1. Military leave of absence for up to two (2) years shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. In the event of a declared national emergency, the two (2) year limitation on military leave shall be extended by the period of service served by such employee during the declared emergency.

2. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State, or local law granting such rights.

3. Leaves of absence will 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.

4. The Board may grant a leave of absence of up to one (1) school year to any employee to campaign for or serve in a public office. The employee shall not accrue seniority during such leave of absence.

5. A seniority employee shall be granted a pregnancy leave of absence, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her

normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. (Normally, an employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished establishing the fact that she is not able to return to work at that time, wherein the Board may grant additional leave time not to exceed one (1) year.) The employee shall accrue seniority during such leave of absence.

6. Any employee in the bargaining unit who is elected or appointed to a position as a full-time employee of the Union shall be granted a leave of absence for the term of such office, not to exceed three (3) years, and the employee's seniority shall accumulate during said leave.

(a) Upon termination of said leave of absence, the employee shall be entitled to return to any vacant position in the Bargaining Unit for which he is fully qualified and capable of performing.

7. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer, may be granted a leave of absence for the duration of such disability, not to exceed two (2) years, provided he promptly notifies the Employer of the necessity therefore, 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 Employer. Seniority will accumulate during such medical leave of absence. The Board will discontinue their contribution to fringe benefits as of the effective date of the unpaid leave of absence. Employees not providing the Employer with the certificate described in this paragraph, shall be considered a voluntary quit.

8. Leaves of absence may be granted, at the discretion of the Board, for a specified period of time, not to exceed one (1) year, for training related to an employee's regular duties in an approved educational institution. The employee shall accrue seniority during such leave of absence.

9. 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 Steward.

10. An employee on an approved leave of absence shall notify the school district of his intent to return to employment with the district at least fifteen (15) days prior to the expiration of the approved leave of absence. An employee granted a leave of absence shall be entitled to re-employment to the same position, if available, or a substantially equivalent position, as soon as one is available. This re-employment privilege shall extend for not more than two (2) years following the date of termination of the leave of absence, and refusal of an offer of employment during these two (2) years shall immediately sever any employment obligation by said employee and the Board.

11. **Family Medical Leave.** A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical leave Act of 1993. The employee may use sick leave and vacation time during this leave of absence. However, if an employee uses paid time this will not extend the amount of time allotted under the Family Medical Leave Act. The employee shall provide the employer with timely notice and with such health care provider certification as the employer may require under the Act. If an employee fails to provide such certification to the employer, the leave may not be granted. An employee granted leave under this Section shall maintain contact with the employer. Return to work shall be governed by the provision of the contract. An employee who fails to return to work at the conclusion of a leave and their employment is terminated shall reimburse premiums and costs paid by the employer for that employee, according to the Act.

G. Leave of Absence With Pay

1. A leave of absence with pay, not charged against the employee's sick leave, may be granted for such in-service activities as attending conferences, conventions, workshops and seminars, when such attendance is approved by the Board or its designee.

2. Leaves of absence with pay, not charged against the employee's sick leave, will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his employment with the Board, provided that the legal action is not instigated by or on behalf of the employee or Union. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

H. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave benefits under the provisions of this Article shall forfeit all benefits or rights accrued under the provisions of this Article, and such misrepresentation may constitute grounds for dismissal.

I. Worker's Compensation will be the exclusive remedy for any work related injury or disability provided Worker's Compensation is available.

ARTICLE XIV JURY DUTY

Employees required to appear as a subpoenaed witness, or 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 witness on jury service.

The Employer's obligation for reimbursement of lost wages under this Article shall be a maximum of thirty (30) days

Employees whose jury service is less than a full day will be expected to report to work for the remainder of any such partial day.

ARTICLE XV HOLIDAYS

A. Employees shall be paid as hereinafter provided for the following holidays, provided they meet the following eligibility rules:

1. The employee is a permanent employee as of the date of the holiday.
2. The employee would have otherwise been scheduled to work on such day if it had not been observed as a holiday.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week.
4. An employee eligible under the above provisions shall receive his regular daily rate for said holiday.
5. An employee who is required to work on any of the designated holidays shall receive an amount not greater than double time and one-half (2 1/2) for all hours worked on said holiday.
6. When a holiday falls on a Saturday or Sunday or on a day when student instruction is scheduled, the Board shall have the right to observe the holiday on the preceding Friday, on the following Monday or on another day when student instruction is not scheduled.

7. Eligible employees shall be paid for the following holidays:

Custodians: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, December 24th, Christmas Day, and December 31st.

Cooks and Bus Drivers: New Year's Day, Good Friday, Monday after Easter (providing student instruction is not scheduled), Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, December 24th, Christmas Day.

ARTICLE XVI VACATIONS

A. Vacations will be granted to full-time, twelve (12) month employees subject to the following conditions:

1. Vacations will normally be taken when students are on vacation and an employee's vacation schedule must have the approval of the Board or its designated representative. Vacation time may only be taken beyond one (1) year of when it is accrued with prior approval of the Board or its designated representative.

2. Employees who have completed one (1) year of service shall receive one (1) week vacation with pay; after two (2) years of service, two (2) weeks vacation with pay. After six (6) years and each full year thereafter, the employee will earn one (1) additional day up to a total of ten (10) days. Total vacation days shall not exceed twenty (20) days for any employee. An eligible employee shall be entitled to a percentage of his full vacation based on the percent of time he has worked his regularly scheduled working hours in accordance with the following:

<u>Percent of Hours Worked</u>	<u>Percent of Full Vacation</u>
80	100
75	80
70	70
65	60
60	50
Less Than 60	No Paid Vacation

B. For purposes of computing vacations only, anyone with a hire date between January 1st and June 30th will have the next July 1st date. If the hire date is between July 1st and December 31st, the hire date will be considered to be the preceding July 1st.

ARTICLE XVII INSURANCE

A. The Board shall contribute all but twenty dollars (\$20.00) of the full premium amount per month to each permanent full-time employee, who has authorized a payroll deduction for MEBS 3-star medical insurance or a similar hospital medical insurance plan that is approved by the Board for payroll deductions subject to the following conditions:

1. An employee must be regularly assigned on a permanent full-time basis for six (6) hours or more per day.

2. The Board's contribution towards the premium for hospitalization insurance will terminate as of the last full month of employment by the employee.

3. An employee whose regular assignment is less than twelve (12) months must make the necessary arrangements for payment of the balance of the premiums for hospitalization insurance.

4. When an employee does not have sufficient money due him after deductions have been made for Social Security, Federal and State Income Tax, or any other deductions authorized by the employee or required by law, the employee must make the necessary arrangements for payment of his portion of the premium for hospitalization insurance.

5. If the spouse of an employee has full family insurance at his place of employment, the employee will not be eligible for hospitalization insurance.

6. Employees who are regularly assigned to a full-time, twelve (12) month, eight (8) hour per day assignment or bus driver with 4 runs daily or a cook with six (6) or more hours daily, who do not enroll in the hospitalization insurance, shall receive fifty dollars (\$50.00) per month.

7. Employees not covered by paragraph A(1) above, shall be eligible to receive the following monthly contributions toward the payment of their hospitalization insurance premium (MEBS CMM "N" Plan), provided that they pay the balance of the monthly premium subject to the terms and conditions of the insurance carrier:

1997-1998	\$220.00/Month
1998-1999	\$220.00/Month
1999-2000	\$220.00/Month
2000-2001	\$230.00/Month

B. Life Insurance

The Board shall provide each regular employee with term life insurance coverage in the amount of ten thousand dollars (\$10,000.00) including AD & D through a carrier selected by the Board.

C. Each employee scheduled to work twenty (20) hours or more on a regular basis shall receive a long-term disability program paid for by the Board for fifty percent (50%) of his/her salary. Employees not eligible shall receive an extra four cents (\$.04) each per hour.

D. Each employee who is regularly assigned to a twelve (12) month, eight (8) hour per day position shall be eligible to receive a 60/60/60 dental insurance plan, subject to the terms and conditions of the insurance carrier.

E. Each Custodian shall be eligible to receive a Vision Plan (\$25.00/month maximum Board-paid benefit - plan determined by Board).

F. It shall be the responsibility of each employee to notify the employer and the insurance company of any change in family status regarding insurance coverage. The Employer is not obligated to provide insurance benefits beyond those set forth in this Agreement.

G. The Board shall institute an IRS (Internal Revenue Service) Section 125 Plan available to all employees for premium conversion only.

ARTICLE XVIII PHYSICAL EXAMINATION

A. Bus Drivers shall be required to have an annual physical examination including a tuberculin test at the discretion of the Board or its designee.

B. The Board shall provide the necessary services of a physician to conduct said physical examinations.

ARTICLE XIX DISCIPLINE AND DISCHARGE

A. The responsibility of discipline and/or discharge of employees is vested entirely in the Board. However, such discipline or discharge for seniority employees shall be only for just and stated cause. Probationary employees are terminable at will.

B. When the Board determines that disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline, and written notification shall be presented to the employee and the Union outlining the reason for disciplinary action.

C. Probationary employees shall not have recourse to the Grievance Procedure for any disciplinary action assessed them.

ARTICLE XX HOURS AND WORK WEEK

A. The regularly scheduled work week for Custodians shall be Monday through Friday, except for Head Custodians whose work week is defined in paragraph B. The normal work day shall be eight (8) consecutive hours, exclusive of unpaid lunch period.

B. This provision shall not be construed as a guarantee of forty (40) hours per week or eight (8) hours per day for the employees covered by this Agreement. The present twelve (12) month Head Custodial employees, as of July 1, 1977, shall be regularly scheduled to work a total of forty-four (44) hours per week for thirty-nine (39) weeks during the period that school is in session and a total of forty (40) hours per week during all other weeks. Employees assigned to a head Custodian position after July 1, 1977, shall work forty (40) hours per week and shall be scheduled for weekend work on an as-need basis. Employees will continue to perform noon-hour, weekend, holiday and vacation recess duties as in the past. It is understood that should the available hours be reduced to less than forty (40) hours per week, the lay-off provisions of this Agreement shall be implemented.

C. Overtime Rates Will Be Paid As Follows:

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 and for all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned, with the exception of employees during school vacation periods or on other days during the school year who shift from the afternoon or evening shift to the day shift for the convenience of both the employees and the Board.

An employee who is called to work before or after his regular shift for overtime purposes, which is not contiguous with his regular shift hours, shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), or pay for the actual time worked at time and one-half (1 1/2) his regular rate, whichever is greater.

D. Distribution of Overtime and Extra Bus Runs

Overtime shall be divided and rotated as equally as possible within the building according to seniority and a month those employees who regularly perform such work, provided they are qualified to perform such work. Student employees shall not be assigned overtime work unless the regular employee has refused or is unavailable for such overtime work.

The least senior available employee within the affected classification may be assigned to duties which occur after the normal student school day or on weekends at the discretion of the Board/Administration provided the Employer is unable to secure other qualified individuals.

Extra bus runs will be divided and rotated as equally as possible according to seniority among all of the Bus Drivers. Team bus runs shall be annually awarded at auctions.

Drivers who have the most seniority shall be selected first for shuttle bus runs.

The Board will pay Federal minimum wage for additional time over fifteen (15) minutes when bus breaks down on the route. Excluded are delays due to possible driver miscalculations such as getting stuck or going into a ditch.

Federal minimum wage for fog delay, late start or late cancellations.

E. When the school has scheduled half days of school, the breakfast personnel that work the noon shift will be entitled at their option to work four - 2 /2 hour shifts on those half days that management arranges to do cleaning, cooking, or any other work that management deems needed.

F. All employees covered by this Agreement who work an eight (8) hour day shall receive one (1) ten (10) minute break during the first (1st) four (4) hours of the day and one (1) ten (10) minute break during the second (2nd) four (4) hours of the day. Such breaks shall be scheduled by the employee's supervisor.

G. Cooks that work banquets shall receive their regular wages.

H. Chauffeurs License

Bus Drivers shall obtain a chauffeurs license that is issued and approved by the State of Michigan before they shall be allowed to operate a school bus. Bus Drivers who complete their full school year bus driving assignments will be paid in their final paycheck in amount equivalent to the annual cost of such chauffeurs license.

I. Assistant Cooks Uniform Allowance

Assistant Cooks who complete their full school year job assignments will be paid, in their final paychecks, for a uniform allowance, with the understanding that they launder and maintain such uniforms. The Board reserves the right to approve the uniforms.

J. Shift Differential

Employees who are regularly scheduled to work four (4) or more hours on a shift that starts in the p.m. shall receive a shift differential of fifteen cents (\$.15) per hour worked on that shift.

**ARTICLE XXI
INCLEMENT WEATHER**

Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as Inclement weather, fire, epidemics, mechanical breakdowns or health conditions as defined by the City, County or State health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay.

For any day which is cancelled which will not be made up because the district will receive full State Aid, such employees will receive their regular pay. The Board reserves the right to have such employees work an equivalent amount of time on assigned duties on such days. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

In the event an employee receives Unemployment Compensation benefits (which as used herein also includes "underemployment benefits") during the school year (associated with his/her regular work assignments) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her Unemployment Compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

This Article may be reopened if a provisions is included in the Teachers Master Contract that provides for greater salary than prescribed by the Salary Schedule because of inclement weather days where there is not an increase in total work time.

The following procedure has been established by mutual agreement of Representatives of the Union and Representatives of the Board in an effort to improve the notification procedure used to contact Bus Drivers on days when school must be closed because of inclement weather or other extreme emergencies.

1. On days when school must be closed because of inclement weather or other extreme emergencies, the school administration will make every attempt to: 1) Notify individual Bus Drivers of the school closing prior to their reporting for work; 2) Notify area television and radio stations of the school closing by 6:45 a.m.; and 3) Notify the Chief Steward or his designated representative of the school closing.

2. If the school administration is unable to effectuate at least one (1) of the above provisions and a Bus Driver reports for work and is subsequently excused from his duties for the day at the direction of the Board or its designated representative, he shall be compensated an amount equal to one-half (1/2) of his basic daily compensation.

ARTICLE XXII 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 in Appendix A attached hereto and made a part hereof by reference.

ARTICLE XXIII SCOPE AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement; even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

**ARTICLE XXIV
SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

**ARTICLE XXV
TERMINATION AND MODIFICATION**

A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2001.

B. 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.

C. 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 give 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 this 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.


D. 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 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219; and if the Board, addressed to St. Charles Community Schools, 891 West Walnut Street, St. Charles, Michigan 48655; or to any other such addresses the Union or the Board may make available to each other.

E. The effective date of this Agreement is July 1, 1997

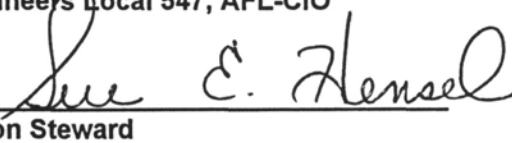
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

St. Charles Community Schools


**International Union of Operating
Engineers Local 547, AFL-CIO**



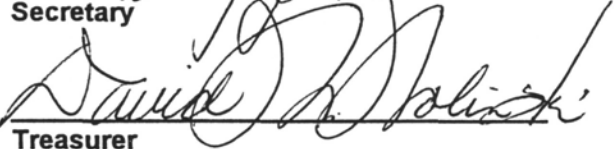
President



Union Steward



Secretary



Treasurer

APPENDIX A

It is agreed by the parties that permanent employees of the Board who are assigned to the following classifications will receive the following rates of pay during the term of this Agreement.

Bus Drivers rates are the basic trip compensation for a regular run as established by the administration.

Assistant Cooks and Custodians rates are hourly rates.

BUS DRIVERS

The Board will compensate Drivers in full for the cost of a CDL. If the Driver's employment is terminated, the driver will reimburse the Board the cost of the license on a pro-rata basis.

Full-time Bus Drivers will be furnished a jacket every other year by the Board with the understanding that they maintain such jackets. (Bus Drivers will not have to pay extra for coats.)

Drivers who drive during the following hours shall receive a meal allowance, provided they start prior to and end after the time periods listed below:

Field Trips and Team Trips	
Leaving prior to 7:00 a.m.	\$4.00
11:00 a.m. to 1:30 p.m.	\$4.50
5:00 p.m. to 7:00 p.m.	\$6.00

Regular Runs and Kindergarten Runs

1997-1998	\$13.66 per run
1998-1999	\$13.86 per run
1999-2000	\$14.11 per run
2000-2001	\$14.40 per run

Service Trips and Extra Trips

1997-1998	\$7.50 per hour
1998-1999	\$8.00 per hour
1999-2000	\$8.50 per hour
2000-2001	\$9.00 per hour

There will be an \$8.00 flat bonus for any trip over twelve (12) hours

Shuttle Runs

1997-1998	\$3.00 per run
1998-1999	\$3.05 per run
1999-2000	\$3.10 per run
2000-2001	\$3.16 per run

Special Education Runs

1997-1998	\$11.64
1998-1999	\$11.85
1999-2000	\$12.09
2000-2001	\$12.29

COC Runs

1997-1998	\$12.29
1998-1999	\$12.47
1999-2000	\$12.70
2000-2001	\$12.95

Bus Drivers will be paid one (1) hour for a cancelled extra trip; one-half (1/2) the rate for cancelled regular run.

CUSTODIANS

	1997-1998	1998-1999	1999-2000	2000-2001
Head Custodian/ Maintenance	12.03	12.27	12.51	12.77
Head Custodian	11.66	11.89	12.13	12.37
Custodian	10.98	11.20	11.42	11.65

FOOD SERVICE

	1997-1998	1998-1999	1999-2000	2000-2001
Assistant Cooks	8.12	8.28	8.45	8.62
Uniform Allowance	\$150.00	\$150.00	\$150.00	\$150.00

APPENDIX B

If the administration directs an employee to attend an in-service meeting (except for meetings involving the discipline of an employee), the employee shall be paid for such time spent in the meeting at his hourly rate. Drivers at Assistant Cook rate for in-service days.

