

7-1-72 to 6-30-75

St. Charles

A G R E E M E N T

between

ST. CHARLES COMMUNITY SCHOOLS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 547, AFL-CIO

ST. CHARLES COMMUNITY SCHOOLS

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A G R E E M E N T

Entered into this First day of July, 1972, 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, AFL-CIO, hereinafter referred to as the "UNION".

ARTICLE I

PURPOSE

The purpose of this Agreement is to set forth wages, hours, and working conditions and to 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, national origin, religion or sex.

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 "Schedule A", but excluding all administrators, supervisors, professional, clerical, students and all other employees.

ARTICLE IV

UNION SECURITY AND CHECK-OFF

A. Employees of the Board covered by this Agreement who are members of the Union as of the effective date of this Agreement must, as a condition of continued employment, continue membership in the Union.

B. Any employee of the Board covered by this Agreement who is not a member of the Union on the effective date of this Agreement shall,

on or before January 1, 1973, either become and remain a member in good standing or such employee must contribute an amount equal to the Union dues to the St. Charles Area Recreation Commission as a condition of continued employment.

C. New employees hired after the effective date of this Agreement shall, on or before January 1, 1973, or on or before their ninety-first (91) day of employment, whichever is later, either become and remain a member in good standing or such employee must contribute an amount equal to the Union dues to the St. Charles Area Recreation Commission as a condition of continued employment.

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 be members of the Union within the provisions of this Article, if they are not more than sixty (60) days in arrears in payment of membership dues.

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 initiation fees.

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

I. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deduction 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 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 requirements of this Article for the remittance or payment of any sum other 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 this Agreement.

ARTICLE V

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppages 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, slow-down, 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 cause for immediate dismissal.

ARTICLE VI
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 the 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, its properties and facilities, and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, 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 VII
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 prescribed by law.

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 working days exclusive of holidays, Saturdays and Sundays.

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 employees 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 employees 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 Principal of the building involved or The Transportation Administrator.

6. If presented to the Building Principal or the Transportation Administrator, 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 Building Principal or the Transportation Administrator shall answer such grievance in writing within five (5) days from the day 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 grievance shall be placed on the agenda of a regular Board meeting scheduled within a period of forty (40) 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 ten (10) days from the date of conference unless extended by mutual agreement.

17. If the Union so requests, the Board or its designated representatives will meet again once to consider any other method of settlement which might be mutually agreed upon.

ARTICLE VIII

SENIORITY

A. A new employee will be considered as a probationary employee until he has worked for ninety (90) working days within one hundred twenty (120) working days. 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 one hundred twenty (120) working day period. When the employee completes the probationary period by accumulating ninety (90) working days within not more than one hundred twenty (120) working days 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 1 of each year. Such list shall contain the employee's date of hire and classification.

C. Seniority shall be broken for the following reasons:

1. If the employee quits.
2. If the employee is discharged.
3. If the employee is absent 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.

D. Laid off or discharged probationary employees shall not have

recourse to the terms of this Agreement. Employees shall be laid off and recalled according to their seniority in their classification.

E. Seniority shall accumulate for an employee of the Board who is currently in a supervisory capacity or who may be transferred to a supervisory position.

F. 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 employees seniority shall accumulate during said leave.

1. 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.

ARTICLE IX

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 month period.

c. Seniority.

d. If potential ability and past performance are equal the most senior employee will receive the promotion or transfer.

2. When a job opening occurs within the Bus Drivers classification the original job opening shall be posted as herein before specified. In the event that one of the present employees bids on the open bus run and is placed in the bus run, then whatever vacancies develop as a result of that employee assuming that posted bus run, such run or runs, shall not be posted until the start of the next school calendar year. The run or runs which are posted at the start of the school calendar year shall be filled as herein before specified in the provisions of Paragraph A.

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.

ARTICLE X

NEW JOBS

A. The Board shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described, or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job descriptions, specifications and classification, rates of pay and to place them into effect. Whenever a new job is made operational, the Board shall establish the job description.

B. The Board will notify the Union in writing of such new or changed job, and will within thirty (30) calendar days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

ARTICLE XI
LEAVES OF ABSENCE

A. Sick Leave

1. Effective July 1, 1972, each full time permanent employee classified as a cook or custodian whose regular work assignment is four (4) hours or more on a daily basis will be entitled to a total of one (1) day per month of employment accumulative to a total of sixty-five (65) days. Effective July 1, 1973, the accumulation shall be increased to seventy (70) days. Effective July 1, 1974, the accumulation shall be increased to seventy-five (75) days.

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

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

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

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

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

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 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, step-child, spouse of child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparents, grandchild, or any other relative who is a permanent resident in the employees home.

3. A maximum of three (3) days per school year will be allowed an employee in the event of a critical illness in the employees immediate family or any relative who is a permanent resident in the employee's home.

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 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 of 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 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 pre-requisite to the Superintendent's approval prior to such leave.
7. One 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 an 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.

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 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.

3. An employee granted a leave of absence as provided in paragraphs 1 & 2 above 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.

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.

2. Leave 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.

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.

ARTICLE XII

HOLIDAYS

A. Employees shall be paid as hereinafter provided for the following holidays providing 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 no 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.

Effective July 1, 1972, eligible employees shall be paid for the

following holidays:

Custodians - - New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24, Christmas Day, and 1/2 day December 31.

Bus Drivers and Cooks - - New Years Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

Effective July 1, 1973, and for the duration of this Agreement,

eligible employees shall be paid for the following holidays:

Custodians - - New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24, Christmas Day, and December 31.

Bus Drivers and Cooks - - New Years Day, Good Friday, Monday after Easter providing student instruction is not scheduled, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

ARTICLE XIII

VACATIONS

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

1. Vacations will be normally taken during the summer months and an employee's vacation schedule must have the approval of the Board or its designated representative.
2. To be eligible for a vacation an employee must have worked eighty (80%) percent of his regularly scheduled working hours.
3. An employee shall be entitled to one (1) week of paid vacation providing he has completed one (1) year of continuous service prior to August 1 of any calendar year.
4. An employee shall be entitled to two (2) weeks of paid vacation providing he has completed two (2) or more continuous years of service prior to August 1 of any calendar year.
5. An employee shall be entitled to three (3) weeks of paid vacation providing he has completed ten (10) or more continuous years of service prior to August 1 of any calendar year.

ARTICLE XIV

HOSPITALIZATION

A. The Board shall contribute the following amounts per month to each permanent full time employee who has authorized a payroll deduction for Blue-Cross - Blue-Shield or MEA hospitalization medical insurance or a similar hospital medical insurance plan that is approved by the Board for payroll deductions subject to the following conditions:

Effective July 1, 1972 -	Twenty (\$20.00) Dollars per month.
Effective July 1, 1973 -	Thirty (\$30.00) Dollars per month.
Effective July 1, 1974 -	Forty (\$40.00) Dollars per month.

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 premium 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.

ARTICLE XV

PHYSICAL EXAMINATION

- A. Bus Drivers shall be required to have an annual physical examination including a tuberculin test.
- B. The Board shall provide the necessary services of a physician to conduct said physical examinations.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

- A. The responsibility of discipline and/or discharge of employees is vested entirely in the Board. However, such discipline or discharge shall be only for just and stated cause.
- 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 or condition giving rise to such action or within ten (10) working days from 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 such disciplinary action.
- C. Probationary employees shall not have recourse to the Grievance Procedure for any disciplinary action assessed them.

ARTICLE XVII

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 or lay-off of regular employees not or hereinafter employed in a classification subject to this Agreement. Such Supervisors and students shall not constitute a part of the bargaining unit.

ARTICLE XVIII

STEWARDS AND VISITATION

- 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, whose name 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 negotiations 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 XIX

HOURS AND WORK WEEK

- A. The regularly scheduled work week shall begin at 12:01 A.M. Monday and end one hundred sixty-eight (168) hours thereafter. 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, with the exception of the twelve (12) month Head Custodial employees who shall 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 will continue to perform noon-hour, week-end, holiday and vacation recess duties as in the past.

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 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

hours 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 all pay at the rate of time and one-half (1 1/2) or pay for the week 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 among 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.

Extra Bus Runs will be divided and rotated as equally as possible according to seniority among all of the Bus Drivers, with the exception of the Team Bus Runs which will be given to the most senior Bus Driver who desires that Team Bus Run. The Bus Driver who drives a Team Bus Run will continue to drive that Team Bus Run from year to year thereafter, until he vacates that Team Bus Run.

Bus Drivers shall be reimbursed for extra trips, which vary depending upon the time required for the trip, according to the following schedule:

Service trips to Chesaning and trips within the district not to exceed five (5) mile radius or two hours in duration.

(Transportation Supervisor may make such runs after one (1)

Bus Driver has been contacted and does not take the run)	\$2.50
Ordinary Trip (Five (5) Hours or less)	\$7.50
All Day Trip (Eight (8) Hours or less)	\$15.00
Trips over Eight Hours duration	\$20.00

Shuttle Bus Runs - Fifty (50¢) Cents plus mileage per day.

E. 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 T.V. and Radio Stations of the school closing by 7:15 A.M., (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 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.

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 four (4) hours of the day and one (1) ten (10) minute break during the second four (4) hours of the day. Such breaks shall be scheduled by the employee's supervisor.

G. Assistant Cooks shall receive \$17.00 for the All Sports Banquet and if the work day exceeds nine (9) hours, they shall be paid the hourly rate currently in effect for time worked in excess of nine (9) hours.

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 pay check, an amount equivalent to the annual cost of such chauffeurs license.

I. Assistant Cooks Uniform Allowance - Effective July 1, 1973.

Assistant Cooks who complete their full school year job assignments will be paid, in their final pay checks, twenty (\$20.00) dollars for a uniform allowance, with the understanding that they launder and maintain such uniforms.

ARTICLE XX

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 XXI

WAIVER CLAUSE

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 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter 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 XXII

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 provision 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 negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XXIII

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1975.
- 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 withdraw 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 the paragraph this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 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, AFL-CIO, 13020 Puritan, Detroit, Michigan 48227 and if to the Board addressed to St. Charles Community Schools, 891 W. Walnut Street, St. Charles,

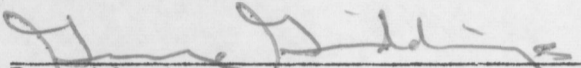
Michigan 48655 or to any other such addresses the Union or the Board may make available to each other.

E. The effective date of this Agreement is July 1, 1972.

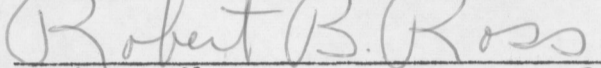
IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed:

ST. CHARLES COMMUNITY SCHOOLS

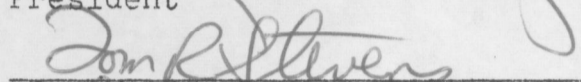
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547, AFL-CIO



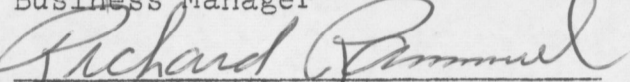
President



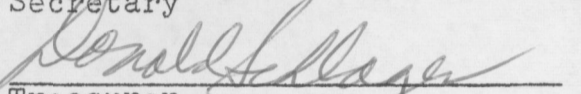
Business Manager



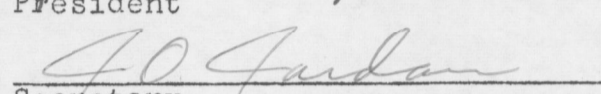
Secretary



President



Treasurer



Secretary

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 daily compensation for a Regular Run which consists of an A.M. and P.M. run and for a noon Kindergarten Run. In addition to the basic daily rates a Bus Driver receives six (.06¢) cents per mile for each mile of his scheduled run, as legally determined by the intermediate school office.

Assistant Cooks and Custodians rates are hourly rates.

Classification	Effective 7-1-72	Effective 7-1-73	Effective 7-1-74
Bus Drivers			
Regular Run	6.87	7.19	7.51
Kindergarten Run	3.43	3.58	3.73
Assistant Cooks	1.98	2.12	2.26
Custodians -			
Head Custodians			
High School	3.17	3.34	3.51
Head Custodians			
Elementary School	3.11	3.27	3.43
Custodians	2.90	3.05	3.20