Jone 30, 1976

AGREEMENT

between

the

Local #547 I.U.O. EMERIDIAN PUBLIC SCHOOLS

13020 Poultan hereinafter referred to as the Employer Detucit, Mich. and

18227 INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547,

547A, 547B and 547C, AFL-CIO, hereinafter referred to

as the Union.

ARTICLE I - PURPOSE

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

ARTICLE II - UNION RECOGNITION, AGENCY SHOP CLAUSE, CHECK-OFF

Section 1 Union Recognition

- a. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- b. The term "employee" as used herein shall include all custodians, employees of the Employer.

Section 2 Agency Shop Clause

- 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 provision or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall within ninety (90) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a Service Charge in an amount equal to the regular monthly Union Membership dues uniformly required of employees of the Employer who are members.
- b. An Employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than ninety (90) calendar days in arrears of payment of such dues or service fees.
- c. The Employer shall be notified in writing, by the Union of any employee who is ninety (90) calendar days in arrears in payment of membership dues or (service fees).

Mexidian Public Schools

- d. The Employer agrees as does the Union that either party shall have the right to re-open negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.
- e. The Union assumes full responsibility for the validity and legality of such employees deductions as are made by the Employer pursuant to this Article and further agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.
- f. The Union shall idemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer in complying with this Article, or in reliance cupon claims by the Union that an employee must be discharged because he is not a member of the Union in good standing.
- g. The Employer also agrees that upon hiring any new employee who is covered by this Agreement to send a written memo advising the Steward of the name and date of hiring of the new employee.

Section 3 Check Off

- a. The Employer shall deduct the Union dues, initiation fees or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15) day of each month, following that month which said deductions were made, together with a listing of each employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.
- b. Such fees, accompanied by a list of employees from whom they have been deducted and the amount, shall be forwarded to the Union not later than forty-five (45) days after the deductions have been made.
- c. The Union will notify the Employer thirty (30) days prior to any change in such dues and/or initiation fee.
- d. The Union agrees to save and hold harmless the Board from any damages arising from the enforcement of the above provision.

ARTICLE III - NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties re-affirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex or age.

ARTICLE IV - MANAGEMENT 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 managing and the administrative activity of its employees during the school day.

- (2) To hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- (3) To determine work loads, hours of employment and the duties, responsibilities, and assignment of employees covered under the contract. 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 this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the constitution and the laws of the State of Michigan and the constitution and laws of the United States.
- b. The Board of Education has the right to change its policies, including those policies which effect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of this Agreement.

ARTICLE V - JURISDICTION

Employee of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentations, or in cases of emergency, providing that the custodial supervisor may perform such duties which he has performed in the past, providing there is no discrimination against the employees covered by this Agreement.

ARTICLE VI - CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as outlined in Schedule A, nor in the event of the addition of facilities shall contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE VII - SUPPLIES

Each employee shall requisition all of the supplies required for the performing of their job duties in the cleaning and maintaining of their building through the building principal at their respective school. The building principal shall furnish the employee with the supplies or materials that are required to clean the building within a reasonable period of time.

ARTICLE VIII - STEWARDS

- a. The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.
- b. Reasonable arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with his supervisor.
- c. During his term of office the Chief Steward shall be deemed to head the seniority list for the purposes of shift preference, lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE IX - SAFETY

- a. The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their places of work, in accordance with the provisions of OSHA, state and local regulations.
- b. The employee will be expected to inform the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE X - SENIORITY

- a. A newly hired employee shall be on a probationary status for ninety (90) calendar days, with sixty (60) calendar days extension option by mutual agreement between the Employer and the Union and such days shall be taken from and include the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.
- b. Probationary employees completing their probationary period shall acquire seniority from the date of hire upon completion of probationary period.
- c. Employees shall be laid off, recalled, or demoted according to their seniority.
- d. An employee will lose his seniority for the following reasons: (1) He resigns. (2) He is discharged for cause.
- e. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.
- f. An agreed-to 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 date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI - TRANSFERS AND PROMOTIONAL PROCEDURE

a. Notice of all vacancies and newly created positions shall be furnished in writing to all of the custodial employees covered by this Agreement within ten (10) days from the date of vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position; provided, he has the necessary qualifications to perform the duties of the job involved. In the event the administration does not feel it is desirable to place the hgihest seniority man in the open position, an evaluation meeting between the representatives of the Union and the administration will be held in

order to review the reasons and to arrive at a decision. Newly created positions or vacancies are to be posted in the following manner: Type of work, place of working, the starting date, the rate of pay, the hours to be worked and the classifications.

- b. Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.
- c. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII - NEW JOBS

- a. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, 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 jobs.
- b. The new classification and pay rate shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the pay rate and the classification. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the rate of pay and/or the classification, 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 the resolving of the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A.

ARTICLE XIII - DISCIPLINE DISCHARGE

- a. When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assmme that the Employer became aware of conditions giving rise to the discipline.
- b. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. The Union shall be furnished a copy of all such notices.
- c. Employees shall be subject to immediate dismissal for any of the following: Reasons; drunkenness, dishonesty, insubordination, incompetences, conduct unbecoming any employee in the public service, or willful violation of agreed upon Employer rules.

ARTICLE XIV - LEAVE OF ABSENCE

- a. An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, 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.
- b. Leaves of absence without pay and without loss of seniority shall be granted for periods of time not to exceed sixty (60) days for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same house.
- c. Leaves of absence without pay and without loss of seniority, shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- d. Whenever an employee shall become pregnant she shall furnish the Employer with a statement from her physician upon the fourth month of pregnancy indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her physician would so indicate that she no longer can perform her normal duties she shall immediately take and be granted a leave of absence. An employee shall return to work at her former position or a similar position when her physician would so indicate in writing that she is physically able to resume her normal job duties. An employee shall not be granted a pregnancy leave of absence to exceed nine (9) months.
- e. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- f. Leaves of absence without pay and without loss of seniority, 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, providing such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- g. Any employee in the bargaining unit elected or appointed to full time position or office in the Union whose duties require his absence from work, shall be granted a leave of absence without pay for the term of such office or position and he shall accumulate seniority during his term of office or position and at the end of such term be entitled to resume his regular seniority status and all job and recall rights.
- h. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XV - GRIEVANCE PROCEDURE

- a. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- b. The time elements in the steps can be shortened or extended by mutual written agreement.
- c. For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays.
- d. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

STEP ONE

- a. An employee having a grievance shall present it orally to his supervisor.
- b. If the grievance is not settled orally, the employee, within twenty-four (24) hours may request the supervisor to call the steward.
- c. In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the supervisor. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within three (3) working days.

STEP TWO

- a. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the superintendent or his designate within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
- b. The superintendent or his designate shall meet with a business representative of the Union at a time mutually agreeable to them, but not later than fifteen (15) calendar days following receipt of the appeal.
- c. The superintendent or his designate shall then give his decision in writing to the business representative of the Union within five (5) working days of the meeting.

STEP THREE

- a. Any appeal of a decision rendered by the superintendent of schools shall be presented to the Board of Education within ten (10) working days and the Board of Education or their designates shall meet with a business representative of the Union within thirty (30) calendar days or at a time mutually agreeable to both parties. The appeal shall be in writing and state the reason or reasons why, the decision of the superintendent of schools was not satisfactory.
- b. The Board of Education shall give its decision in writing relative to the grievance within ten (10) working days of the business representative's meeting with the Board of Education.

STEP FOUR

a. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted to arbitration. The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) person until only one (1) name remains. The remaining person shall thereupon be accepted by both parties as the arbitrator.

b. The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.

- c. Each party shall be responsible for the expense of the witnesses that they may call.
- d. The Arbitrator shall not have jurisdiction 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.

e. The fees and expenses of the Arbitrator shall be borne equally by the parties.

f. The Arbitrator shall render his decision in writing not later than thirty (30) days from the conclusion of the arbitration hearing.

g. The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Union.

ARTICLE XVI - HOURS AND WORK WEEK

Section 1

- a. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- b. The normal work day shall be eight (8) consecutive hours, exclusive of the one (1) hour maximum unpaid lunch period.
- c. The right to change the work schedule of the employees shall be vested in the Employer.
- d. All employees covered by this AGreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

Section 2

- a. Overtime rates will be paid as follows:
 - Time and one-half (1½) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.
 - 2. Double time will be paid for all hours worked on Sunday when such hours are overtime. Hours worked on Sunday shall be considered overtime when more than five (5) days are worked in a work week.

Section 3

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1½) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

Section 4 - Distribution of Overtime

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

Section 5 - Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 11:00 p.m. and 7:00 a.m. will receive a shift differential of ten cents (10¢) for all hours worked that day.

ARTICLE XVII - SICK LEAVE AND FUNERAL LEAVE

Section 1

Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with a limit of sixty (60) days accumulation. It is understood that part-time employees shall be entitled to a prorated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

Section 2

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness or injury.

Section 3

All employees covered by this Agreement will be entitled to a total of two (2) days per year, for personal emergency and/or business leave as follows:

- 1. For personal business that must be conducted during the employee's working hours.
- 2. To perform service for a bereaved family, such as pall-bearer, etc.
- 3. The closing of a business deal, such as a purchase transfer or sale of personal property.
- 4. To attend to a matter of necessity, which is of utmost importance to the employee.

Such personal business days shall not be taken the day before or after the holidays except in the case of emergency.

Funeral leave shall be granted to an employee, not to exceed four (4) days for a death in the employee's immediate family. The immediate family shall be construed to mean the following: spouse (4), children (4), parents (3), mother-in-law (3), or father-in-law (3). Brothers (1), sisters (1), grandparents (1). Additional time off for traveling to reach funeral may be granted by approval of the superintendent and such additional time shall be charged to sick leave.

- b. Records of sick leave accumulated and taken shall be available to the employee or the Union upon 24 hours request.
- c. The Employer may request medical verification of proof of illness when an employee is off work due to illness.

ARTICLE XVIII - HOLIDAYS

- a. The Employer will pay the normal days pay for the following holidays, even though no work is performed by the employee provided the holiday falls on a scheduled work day:

 New Year's Eve Day, New Year's Day, Good Friday,

 Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after

 Thanksgiving, Christmas Eve Day, Christmas Day.
- b. Employees required to work on any of the above named holidays shall receive time and one-half $(1\frac{1}{2})$ for hours worked in addition to the regular holiday pay.
- c. If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.
- d. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE XIX - VACATIONS

- a. All employees covered by this Agreement who have completed one (1) year of service shall receive seven (7) working days vacation with pay; after two (2) years of service twelve (12) working days; after five (5) years of service fifteen (15) working days vacation with pay. After eight (8) years of service, seventeen (17) working days vacation with pay.
- b. To be eligible for a vacation, an employee must have worked eighty-five per cent (85%) of his regularly scheduled working hours.
- c. Employees terminating employment or on a leave of absence shall receive prorated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.
- d. Vacation time must be scheduled upon approval by the Employer in order to assure for proper scheduling, with the Employer to notify of all such scheduled vacation time.

ARTICLE XX - INSURANCE BENEFITS

- a. Effective July 1, 1975, for all employees covered under the terms of this Agreement, the Employer shall pay up to hirty-five dollars (\$35.00) a month towards hospitalization insurance for those employees who desire such insurance. Insurance coverage will be offered only under the carrier selected by the board.
- b. For an employee who does not desire full family hospitalization insurance, the Employer will pay up to twenty-five dollars (\$25.00) a month towards single subscriber insurance and other insurance benefits available under the carrier selected by the board.

ARTICLE XXI - JURY DUTY

A leave of absence shall be granted to an employee called for jury service. The Employer shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement for expenses) for each day in which the employee reports for or performs jury duty on which he otherwise would have been scheduled to work, provided that the employee cooperates with the administration in seeking to be excused from such service.

ARTICLE XXII - BENEFITS

It is agreed between the parties that any employee who works less than the established hours in his classification and is covered by this Agreement shall be entitled to a prorata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Employer.

ARTICLE XXIII - WORKMEN'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workmen's Compensation Law, the employee will be entitled to use his sick leave in the same manner as if the injury or illness was not compensable under the Workmen's Compensation, provided that said employee reimburses the Employer the amount of wage continuation benefits he receives under Workmen's Compensation for any day which he received sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the Workmen's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the position of the employee's gross pay actually paid by the Employer.

ARTICLE XXIV - CLASSIFICATION AND COMPENSATION

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

ARTICLE XXV - BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVII - TERMINATION AND MODIFICATION

- a. This Agreement shall continue in full force and effect until June 30, 1976.
- 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 of this Agreement, it 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. The economic features of this Agreement may be re-opened for further negotiations each year by either party giving the other party at least ninety (90) days written notice of the desire and intention to re-open and re-negotiate the issue of economic benefits. Such written notice shall be sent by certified mail to the recognized mailing address of the other party and shall be deposited at least ninety (90) days prior to the anniversary date of this Agreement. In the event no notice is given of the intention to re-open then, all of the features of said Agreement shall automatically be renewed for an additional year or until the termination date of this Agreement as hereinbefore provided. 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 to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to the Meridian Public Schools, Administration Office, R#7, N. M-30, Sanford, Michigan 48657.
- e. The effective date of this Agreement is July 1, 1975.

SCHEDULE A - SALARY SCHEDULE

Effective July 1, 1975.

CLASSIFICATION

0-1 YEARS

1-2 YEARS

Custodian

\$ 3.50 per hour \$ 3.86 per hour

The employer shall pay the employee's contribution into the Michigan Public School Employees Retirement Fund.

Note: Probationary employees shall receive thirty cents (30¢) less per hour than the 0-1 year rate.

THE MERIDIAN PUBLIC SCHOOLS

BOARD OF EDUCATION

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

Manager