

June 30, 1976
D. S. U.

AGREEMENT

between

THE COLEMAN COMMUNITY SCHOOLS

hereinafter referred to as the "Employer"
and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

Local #547, 547A, 547B and 547C, AFL-CIO

hereinafter referred to as the "Union".

July 1, 1974 - June 30, 1976

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Coleman Community Schools

ARTICLE I

UNION RECOGNITION, AGENCY SHOP; CHECK OFF

SECTION 1. UNION RECOGNITION

- (a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent as defined in Section II of the Act #379 of the Public Acts 1965 in the meaning of the Public Employment Relations Act for the duration of this agreement.
- (b) The term "employee" as used herein shall include all Custodians, employees of the Employer.

SECTION 2. AGENCY SHOP

- (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 Sixty (60) 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 Sixty (60) 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 Sixty (60) calendar days in arrears in payment of membership dues or (service fees).
- (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 indemnify 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 upon 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, or service fees, or initiation fees, from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the Fifteenth (15th) day of each month, following that month which said deductions were made, together with a listing

of each employee with the amount that is deducted each month. Provided however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

- (b) The Union will notify the Employer Thirty (30) days prior to any change in such dues and/or initiation fee.
- (c) The Union agrees to save and hold harmless the Board of Education from any damages arising from the enforcement of the above provision.

ARTICLE II

NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin.

ARTICLE III

RIGHTS OF THE BOARD OF EDUCATION

- (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 activity of its employees during the school day.
 2. To hire all employees and subject to the 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 load, hours of employment, and the duties, responsibilities, and assignment of employees covered under this Agreement.
- (b) The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board of Education, 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 of the laws of the State of Michigan, and the constitution and laws of the United States.
- (c) The Board of Education has the right to change its policies, including those policies which affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of the Agreement.

ARTICLE IV

VISITATION

After presentation of proper credentials, officers of accredited representatives of the Union shall, upon request by the Union, be admitted into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, providing that such observations shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE V

STEWARDS

- (a) Employees in the school system may be represented by one (1) Steward and his name shall be made known to the Employer.
- (b) The Steward shall perform his duties as Steward without interference with his own job functions or the job functions of other

employees, except for brief phone calls to determine the validity of an alleged grievance. The Steward may leave his job to conduct duties as Steward after first securing the permission of his Supervisor.

- (c) During his term of office the Steward shall be deemed to head the seniority list for the purposes of 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 VI

SAFETY PRACTICES

- (a) The employee shall take reasonable measures in order to prevent and eliminate any present or potential job hazards which they may encounter at their places of work.
- (b) The employee will also be expected to inform his Supervisor in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Supervisor upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Supervisor's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VII

JURISDICTION

Employees 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 Maintenance Supervisor may perform such duties which he has performed in the past.

ARTICLE VIII

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 the use of contracting result in the reduction of the present permanent work force as it is now in effect.

ARTICLE IX
SENIORITY

- (a) A newly hired employee shall be on a probationary status for Ninety (90) calendar days taken from and including the first day of employment. The probationary period may be extended an additional Sixty (60) calendar days upon mutual agreement between the Employer and the Union. 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 recourse of 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) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.
- (c) Employees shall be laid off, recalled or demoted according to their seniority in their classification.
- (d) An employee will lose his seniority for the following reasons:
1. He resigns
 2. He is discharged for cause and not reinstated through the grievance procedure.
- (e) 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.

ARTICLE XTRANSFER AND PROMOTIONAL PROCEDURE

- (a) Notice of all vacancies to be filled and all newly created positions shall be posted on employee bulletin boards within Ten (10) working 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 highest 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 between the parties.
- (b) 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 classification.
- (c) Any employee temporarily transferred shall be paid either at the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.
- (d) Temporary transfers shall be for a period of no longer than Thirty (30) calendar days of temporary transfer, except in the event that both parties agree to an extension, shall be considered as an open position and be posted.

ARTICLE XINEW 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 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 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 employee may make written request to the Employer requesting to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XII

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 assume that the Employer became aware of the 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 disciplinary action such as suspension or discharge for any of the following reasons: drunkenness, dishonesty, insubordination, incompetency, conduct unbecoming any employee in the public service, or wilfull violation of agreed upon Employer's rules.

ARTICLE XIII
LEAVE OF ABSENCE

- (a) An employee, who because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report to work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for up to One (1) year, which may be extended by the Employer, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- (b) Leaves of absence shall be granted for One (1) year 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 shall be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- (d) Maternity Leave: In the case of maternity leave, the following provisions shall apply:
- (1) An employee who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact she is pregnant and giving the estimated date of birth.
 - (2) Periodic statements from her physician setting forth her well-being and ability to perform all the normal and regular duties and functions shall be required. Such statements are necessary, at least monthly, commencing with the employee's fourth month of pregnancy.
 - (3) A pregnant employee shall be permitted to continue working provided her doctor certifies that she is physically well enough to work and perform all normal and regular duties and functions

of her position, does not create an industrial risk and is physically presentable.

- (4) If a custodian seeks to work beyond the seventh month of pregnancy, a waiver of liability shall be necessary saving the Board of Education harmless from any claims of workmen's compensation, or claims by the unborn child and/or by the father.
 - (5) The employee shall make a request, in writing, for a maternity leave of the Board through the Superintendent at least Thirty (30) days prior to the starting date of the leave.
 - (6) Frequent absences, prior to the start of the leave, which may be attributed to the pregnancy of the custodian, shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.
 - (7) The normal leave shall be through the post-natal examination.
 - (8) Additional child care leave may be granted by the Board of Education.
 - (9) Before returning to work, the employee must be certified by her physician as ready and able to return to her full assignment.
- (e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- (f) Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided 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 who is 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 for the term of such office or position.

- (h) An employee who meets all of the requirements as hereinbefore specified and has a minimum of Two (2) years seniority with the Employer shall be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and old job and recall rights. An employee who applied for either a pregnancy leave or military leave would not be required to have a minimum of Two (2) years of service with the Employer.
- (i) 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. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to both parties.

ARTICLE XIV

GRIEVANCE PROCEDURE

Definition:

- (a) A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.
- (b) The time elements in the steps can be shortened or extended upon mutual agreement between the parties.
- (c) For the purpose of processing grievances working days shall be defined as those days Monday through Friday, excluding all paid holidays.
- (d) A grievance concerning alleged safety hazards may be processed directly to Step 3 of the grievance procedure after oral discussion with the immediate supervisor.
- (e) Any employee grievance not presented for disposition through the grievance procedure within Five (5) working days of the occurrence of the condition giving rise to the grievance, or within Five (5) working days of the date it is reasonable to assume that the employee

first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee 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) Any employee having a grievance shall discuss the grievance informally with his supervisor and then if the grievance is not settled orally the employee may request a meeting with the Steward to discuss the grievance.
- (b) The Steward then may submit the grievance in writing to his immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Steward shall sign the grievance.

Step Two

- (a) The Steward shall meet with the Building Principal to discuss the grievance within Five (5) working days of its written submission to the Building Principal.
- (b) The Building Principal shall give his decision in writing, relative to the grievance within Ten (10) working days of his meeting with the Steward.

Step Three

- (a) Any appeal of the decision rendered by the Building Principal shall be presented to the Superintendent of Schools within Five (5) working days and the Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- (b) The appeal shall be in writing and state the reason or reasons why the decision of the Building Principal was not satisfactory.
- (c) The Superintendent of Schools shall give his decision in writing relative to the grievance within Five (5) working days of the meeting with the Business Representative of the Union.

Step Four

- (a) Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing to the Board of Education stating the reason or reasons why the decision of the Superintendent of Schools was not satisfactory.
- (b) The appeal shall be presented within Five (5) working days to the Board of Education, and the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- (c) The Board of Education shall give a decision in writing relative to the grievance within Five (5) working days of the meeting with the Business Representative of the Union.

Step Five

- (a) If the Union so requests, the Board or its representatives will meet with the Union to consider fairly and in good faith any other method of settlement which might be mutually agreed upon.
- (b) The procedure here improvided shall not prohibit the Union or the employee from recourse to normal mediation by Michigan State Law.

ARTICLE XVHOURS AND WORK WEEKSection 1

- (a) The regularly scheduled work week shall consist of Forty (40) hours beginning at 12:01 Monday and ending 168 hours thereafter.
- (b) The normal work day shall be eight (8) consecutive hours.

Section 2 -- Overtime Rate Will Be Paid As Follows:

- (a) Time and one-half ($1\frac{1}{2}$) will be paid for all time worked in excess of Eight (8) hours in a Twenty-four (24) hour period and all time worked in excess of Forty (40) hours in one work week, for which overtime has not already been earned, provided such overtime has been authorized in advance by the Supervisor of Maintenance and noted on the time sheet.

(b) Double time will be paid for all work performed on Sunday.

Section 3 -- Call Back

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 ($1\frac{1}{2}$) his regular rate or a minimum of Two (2) hours pay at his straight time hourly rate, whichever is the greatest.

Section 4 -- Shift Differential

Employees who are regularly scheduled for Four (4) or more hours of work between the hours of 4:00 p.m. and 12:00 midnight will receive a shift differential of \$.15 per hour for all hours worked that day. Employees who are regularly scheduled for Four (4) or more hours of work between the hours of 12:01 a.m. and 8:00 a.m. will receive a shift differential of \$.20 per hour.

Section 5 -- Distribution of Overtime

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

Section 6 -- Rest Periods

All employees covered by this Agreement who work at Eight (8) hour day shall receive One (1) Fifteen (15) minute rest period during the first Four (4) hours worked of the day and One (1) Fifteen (15) minute rest period during the second Four (4) hours of the work day. Such period shall be confined to the premises.

ARTICLE XVI

SICK LEAVE AND FUNERAL LEAVE

Section 1

Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual sick leave bank at the rate of One (1) Day per month, accumulative to 75 days effective July 1, 1974 and Eighty (80) days effective July 1, 1975.

Section 2

- (a) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others.
- (b) In the event of absence of an employee for illness in excess of Five (5) consecutive working days, the Board may at its expense, require an examination by an independent physician. Proof of illness signed by a physician may be required at any time.
- (c) The Board may, at Board expense, require an employee to submit to a physical or mental examination by approved specialist to determine whether involuntary sick leave is warranted.

Section 3 -- Funeral Leave

All employees covered by this Agreement shall be granted up to Three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to include the following: spouse, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law.

Section 4 -- Personal Business Days

Sick leave shall be granted to an employee, not to exceed Two (2) days per year, to be used for personal business days, provided the employee has made arrangements for these days in advance with his Supervisor.

Section 5 -- Workmen's Compensation

A seniority employee who suffers injury compensable under the Workmen Compensation Act shall continue to receive his regular rate of pay for time lost during the first Seven (7) days not covered by the Workmen's Compensation Act provided he follows the instructions of a physician as determined by the Employer, and

provided he returns to work not later than the time recommended by an appropriate medical authority. Following the first Seven (7) days, such seniority employees shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted on a pro-rated basis from accumulated sick leave until his sick leave is exhausted. First Seven (7) days to be deducted from sick leave. If disability extends beyond Fourteen (14) days the employee will reimburse school with first weeks disability check - sick leave days to be returned to individuals sick leave bank.

Section 6

Records of sick leave accumulative and taken shall be available to the employee or the Union upon request.

ARTICLE XVII

HOLIDAYS

- (a) The Employer will pay Eight (8) hours pay for the following holidays, even though no work is performed by the employee:
- | | |
|----------------|-------------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Friday Following Thanksgiving |
| July Fourth | Christmas Day |
| Labor Day | Good Friday |
- (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 plus 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.
- (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 XVIII

HOSPITALIZATION

- (a) The employer agrees to pay the total premium for full family hospitalization insurance from the carrier selected by the Board of Education.
- (b) If an employee does not select hospitalization or if on single rate equivalent option may be provided up to a total of \$35.00 per month from the carrier selected by the Board of Education.

ARTICLE XIX

VACATIONS

- (a) All employees covered by this Agreement who have completed One (1) year of service shall receive One (1) weeks vacation with pay, Two (2) years of service shall receive Two (2) weeks vacation with pay, Eight (8) years of service shall receive Three (3) weeks, Fifteen (15) years of service shall receive Four (4) weeks vacation with pay.
- (b) To be eligible for a full vacation an employee must have worked eighty percent (80%) of his regularly scheduled working hours. An employee who works less than eighty percent (80%) of his regularly scheduled working hours shall receive pro-rated vacation allowance based on his actual hours worked.
- (c) Employees terminating employment or on a leave of absence shall receive a pro-rate vacation allowance based upon 1/12 of his vacation pay for each month or major fraction thereof between his anniversary date and his termination date.
- (d) An employee may carry One (1) week of vacation over into the following year.

ARTICLE XXJURY 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 for 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 XXICLASSIFICATION 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 on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXIISCOPE, WAIVER AND ALTERATION OF AGREEMENTSection 1

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties 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 supplements 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 XXVIITERMINATION 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) calendar 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) If either party desires to modify or change this Agreement it shall Ninety (90) calendar days prior to the termination, or any subsequent termination date, give written notice of amendment in which 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) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

- (d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating Engineers, Local #547, 547A, 547B, and 547C, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48227, and if to the Employer addressed to the Coleman Community Schools, Post Office Box B, 502 E. Washington Street, Coleman, Michigan, 48618.
- (e) The effective date of this Agreement is July 1, 1974.

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

COLEMAN COMMUNITY SCHOOLS
BOARD OF EDUCATION

Murray W. Moore
President

Arnos A. Walter
Secretary

Clarence W. Nielson
Treasurer

Date _____

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
Local #547, AFL-CIO

Robert B. Ross
Business Manager

Richard Gammel
President

J. O. Faidan
Secretary

Date _____

SALARY SCHEDULE

Effective July 1, 1974:

<u>Classification</u>		<u>First Year</u>	<u>Second Year</u>
Custodian	Schedule A	\$3.35	\$3.90
	Schedule B	(\$3.18)	(\$3.70)

Effective July 1, 1975:

<u>Classification</u>		<u>First Year</u>	<u>Second Year</u>
Custodian	Schedule A	\$3.50	\$4.15
	Schedule B	(\$3.33)	(\$3.95)

When employer adopts non-contributory employer fund retirement system
schedule B rate will be in effect.