

June 30, 1975

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LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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*Eastern Rapids*

I.U.O.E.  
13020 Punitan  
Detroit 48227

CUSTODIAL & MAINTENANCE AGREEMENT

between

Eaton Rapids Public Schools, hereinafter referred to as the Employer, and

The International Union of Operating Engineers, Local 547 AFL-CIO hereinafter referred to as the Union.

ARTICLE I

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.

ARTICLE II

NON DISCRIMINATION

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

ARTICLE III

UNION RECOGNITION

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by the Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.

(b) The term "employee" as used herein shall include custodian, Utility man, Grounds and Maintenance man, Elementary Building Engineer, Junior High Building Engineer, Senior High Building Engineer, Building Engineer of Maintenance, Pool Operator, Maintenance Apprentice employees of the Eaton Rapids Public Schools.

ARTICLE IV

UNION SECURITY

(a) It shall be a condition of employment that all permanent employees of the Employer covered by this Agreement who are members of the Union in good standing, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement, who do not join the Union, shall as a condition of employment pay to the Union a service charge as a contribution toward the administration of this Agreement in an amount equal to initiation fee and dues as charged all other respective members of the Union.

(b) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

(c) Either party to the Agreement shall have the right to re-open negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party Thirty (30) Days written notice.

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

(e) The Union will protect and save harmless the Board (Employer) from any and all claims demands, suits, and other forms of liability, including attorney fees, incurred therewith, by reason of action taken or not taken by the Employer for the purpose of complying with this section.

ARTICLE V

CHECK-OFF

(a) The Employer shall deduct from the wages of Employees covered by this Agreement and remit to the Union, on or before the 15th day of each month, following that which deductions were made, dues uniformly required as a condition of membership in the Union only in such cases as the Employee files with the Employer the proper written authorization to do so.

(b) Such dues, as and when deducted, shall be kept separate from the Employer's funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

(c) SAVINGS CLAUSE: The Union will protect and save harmless the Board (Employer) from any and all claims, demands, suits, and other forms of liability, including attorney fees, incurred therewith, by reason of action taken or not taken by the Employer for the purpose of complying with this section.

#### ARTICLE VI

##### BOARD RIGHTS

The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this agreement is violated by the exercise of such management function.

All rights, powers and interests which have not been expressly granted to the Union by the provisions of this agreement are reserved to the Employer.

The employer will take reasonable measures in order to:

1. Provide heat, light and ventilation to employees at their place of work; and
2. Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards to which employees are subject at their places of work.

#### ARTICLE VII

##### NEW JOBS

(a) The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer 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 Employer has the right to develop and establish such new or revised job descriptions, specification and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational the Employer shall establish the job description.

(b) The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to discuss the rate and classification.

#### ARTICLE VIII

##### JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered under this Agreement only for this purpose of instructional training, experimentation or in cases of emergency.

#### ARTICLE IX

##### 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.

#### ARTICLE X

##### DISCIPLINE DISCHARGE

Dismissal, Suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules, as appear in the employer handbook.

#### ARTICLE XI

##### TRANSFERS AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from the date of vacancy, and the employees shall be given five (5) days time in which to make written application. The senior employee making application shall be transferred to fill the vacancy or new position provided, he is the best qualified to perform the duties of the job involved. Newly created position or vacancies are to be posted in the following manner:

the type of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Any employee temporarily transferred 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) days of transfer (except extensions by agreement) shall be considered an open position and be posted.

(d) 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 XII

(a) Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Lay off or discharged probationary employees shall not have recourse to the terms of this Agreement.

(b) Probationary employees completing their probationary period satisfactorily shall have recourse to the terms of this Agreement.

(b) Probationary employees completing their probationary period satisfactorily shall be granted seniority to date of hire. Employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer.

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

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

(1) He resigns

(2) He is discharged for cause

(3) He is absent for one (1) working day without notifying the Employer and/or without a good and sufficient reason.

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

(f) Seniority shall continue to accumulate for an employee who is transferred to a supervisory employee.

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

#### ARTICLE XIII

##### VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the building 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 grievance; provided, that said observation shall not be in areas which would be detrimental to the management and function of the school system and its students.

#### ARTICLE XIV

##### GRIEVANCE PROCEDURE

A grievance shall be a direct or an alleged violation of this contract.

##### 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.

## Step Two

- A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and the remedy desired.
- B. The aggrieved employee and his supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Business Manager within five (5) working days from the date of Step One, A. above.

## Step Three

- A. The steward shall meet with the Business Manager to discuss the grievance within five (5) days of its written submission to the Business Manager.
- B. The Business Manager shall give his decision in writing relative to the Grievance within ten (10) days of his meeting with the steward.

## Step Four

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

## Step Five

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

## ARBITRATION OF GRIEVANCES

## Step Six

- A. Within fifteen (15) days after notice of intent to appeal the grievance to arbitration, the party appealing 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 shall in that order alternately eliminate one (1) name until only one remains. The remaining person shall there-upon 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 expenses of the witnesses that they may call.
- D. The Arbitrator shall not have jurisdiction to subtract or modify and of the terms of this Agreement or any written amendments hereof to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
- E. The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.
- F. The fees and expenses of the Arbitrator shall be shared equally by both parties.

#### ARTICLE XV

##### LEAVES 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 one year, renewable by mutual agreement between the Union and Employer, for the duration of such disability, whichever is shorter, 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 shall also be granted for reasonable periods of time not to exceed one year, renewable by mutual agreement, for the reasons listed below:

1. Training related to an employee's regular duties in an approved educational institution.
  2. Prolonged serious illness in the immediate family which includes, husband, wife, children, or parents living in the same house.
- C. A leave of absence shall be granted to an 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, with the reinstatement of the employee to be determined in accordance with the provisions of the law granting such rights.
- D. 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.
- E. 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. Probationary employees shall not be eligible for leaves of absence.

#### ARTICLE XVI

##### HOURS AND WORK WEEK

#### Section 1.

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 Monday and ending 132 hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours.
- C. All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first half of their work day and one (1) fifteen (15) minute rest period during the second half of their regularly scheduled work day, providing the rest period does not interfere with the normal operation of the school.

#### Section 2.

- A. Overtime rates will be paid as follows:

1. 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; all time worked in excess of forty (40) hours in one work week, for which overtime has not already been earned.

2. 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 greater.

### Section 3. Distribution of Overtime

A. Overtime shall be divided and rotated as qually 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.

B. While overtime is not guaranteed by the Employer the rotation of the assignment of O.T. shall be as outlined under this Article & Section.

### ARTICLE XVII

#### SHIFT DIFFERENTIAL

The day shift shall be allowed one-half ( $\frac{1}{2}$ ) hour unpaid lunch period; the afternoon shift shall receive a one-half ( $\frac{1}{2}$ ) hour paid lunch period.

### ARTICLE XVIII

#### HOSPITALIZATION

The Employer will pay the cost of the Blue Cross-Blue Shield MVF - 1 coverage for the Employees and their immediate dependents (spouse and children). The Employer shall not be obligated to provide double coverage where more than one member of the family is employed by the employer. Part-time employees will receive a pro-rata share of this coverage.

### ARTICLE XIX

#### SICK LEAVE AND FUNERAL LEAVE

A. 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 worked with a limit of 66. It is understood that part time employees shall be entitled to a pro rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

B. Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical treatment; provided, that an employee must immediately notify the Employer in the case of pregnancy and shall then be granted a leave of absence immediately. 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.

C. Funeral Leave

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean one of the following: spouse, children, parents, mother-in-law, father-in-law, brother or sister.

2. Employees may be granted, by the Business Manager, one day with pay, to attend funerals of others. The decision of the Business Manager, in such case, shall not be subject to the grievance procedure.

ARTICLE XX

HOLIDAYS

A. The Employer will pay a normal days pay for the following holidays, even though no work is performed by the employee:

New Year's Day	The day after Thanksgiving
Memorial Day	Christmas Day
July 4th	One-half day on Good Friday if there is school that day. One day on
Labor day	Good Friday if there is no school
Thanksgiving Day	that 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 hours pay for the holiday.

D. Employees off sick the day before or after the holiday may be required to submit medical proof of illness.

E. Whenever one of the above holidays is generally observed on a day other than the calendar date of such holiday; the same observance of such holiday shall apply to this contract for the purpose of determining time off and holiday pay.

ARTICLE XXI

VACATIONS

A. All twelve (12) month employees covered by this agreement who have completed one (1) year of service shall receive one (1) week paid vacation; two (2) years of service shall receive two (2) weeks paid vacation; five (5) years of service shall receive three (3) weeks paid vacation; and ten (10) years of service shall receive four (4) weeks of paid vacation.

B. All one-half ( $1\frac{1}{2}$ ) time employees shall receive holiday and vacation days the same as full time employees except that their pay for these days will be the same as their normal day's pay.

C. To be eligible for a vacation an employee must have worked eighty percent (80%) of his regularly scheduled working hours in the preceeding year.

D. Employees terminating employment or on a leave of absence shall receive pro-rata 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.

ARTICLE XXII

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days.

ARTICLE XXIII

RETIREMENT

Custodial and Maintenance personnel shall retire at age 65 unless an extension is approved by the Board of Education. Request for extensions, up to one year at a time, should be accompanied by a doctor's statement of physical health.

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 classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXV

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 the same has been ratified by the Union and executed in writing by the parties hereto.

Section 2.

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

Section 3.

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

TERMINATION, CHANGE

OR AMENDMENT

This Agreement shall become effective as of July 1st, 1972 and remain in full force and effect until June 30, 1975, and from year to year thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least ninety (90) days prior to June 30, 1975 or June 30 of any subsequent year. Such written notice shall be sent by registered mail to the recognized address of the other party. In the event no notice is given of the intention to re-open, then, all of the features of said Agreement shall be automatically renewed for an additional year.

BOARD OF EDUCATION OF THE  
EATON RAPIDS PUBLIC SCHOOLS

BY

Walter Wenter

BY

Henry Benjamin

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

BY

Richard Rimmel  
(President)

BY

Robert B. Ross  
(Business Manager)

BY

J. O. Jordan  
(Recording-Corresponding Sec'y)

1972-73

	Probationary	Base
Building Engineer Maintenance	4.44	4.64
Building Engineer High School	3.54	3.74
Building Engineer Intermediate	3.44	3.64
Building Engineer Elementary	3.34	3.54
Swimming Pool Operator		
Grounds Maintenance	3.19	3.39
Utility Maintenance	3.14	3.34
Custodian	3.09	3.29

1973-74

Building Engineer Maintenance	4.72	4.92
Building Engineer High School	3.76	3.96
Building Engineer Intermediate	3.66	3.86
Building Engineer Elementary & Pool Op.	3.55	3.75
Grounds Maintenance	3.39	3.59
Utility Maintenance	3.34	3.54
Custodian	3.29	3.49

1974-75

Building Engineer Maintenance	5.02	5.22
Building Engineer High School	4.00	4.20
Building Engineer Intermediate	3.89	4.09
Building Engineer Elementary & Pool Op.	3.78	3.98
Grounds Maintenance	3.61	3.81
Utility Maintenance	3.55	3.75
Custodian	3.50	3.70

LONGEVITY PAY

An additional 10¢ per hour after 5 years of Service

An additional 10¢ per hour after 10 years of Service

An additional 10¢ per hour after 15 years of Service

An additional 10¢ per hour after 20 years of Service

An additional 10¢ per hour after 25 years of Service

An additional 10¢ per hour after 30 years of Service



The wage structure for the Assistant Building Engineer Maintenance Trainee will be administered as follows:

	1972-73	1973-74	1974-75
1st 6 months	60% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
2nd 6 months	65% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
3rd 6 months	70% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
4th 6 months	75% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
5th 6 months	80% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
6th 6 months	85% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
7th 6 months	90% of base rate of \$4.30	base rate \$4.56	base rate \$4.83
8th 6 months	95% of base rate of \$4.30	base rate \$4.56	base rate \$4.83

The Employer recognizes the value of a formal Trainee program with preference given to veterans. The Employer shall post these positions in accordance with Article X. The Employer has the right to terminate individual trainees from the program when it is evident that one of the following is occurring:

1. Inability to learn
2. Unreliability
3. Unsatisfactory work
4. Lack of interest in his work or education
5. Improper conduct
6. Failure to attend or complete related instruction.

The termination of an individual trainee in the program need not apply to Article IX of this contract.

APR 24 1974

*Smart*

The name of the person who has been assigned to the position of...

Rate	Amount	Percentage	Period
\$1.00	\$1.00	100%	1st 6 months
\$1.00	\$1.00	100%	2nd 6 months
\$1.00	\$1.00	100%	3rd 6 months
\$1.00	\$1.00	100%	4th 6 months
\$1.00	\$1.00	100%	5th 6 months
\$1.00	\$1.00	100%	6th 6 months

The purpose of this report is to provide information regarding the performance of the person who has been assigned to the position of...

1. Initial performance
2. Progress to date
3. Areas of concern
4. Recommendations

The information contained in this report is for the use of the person who has been assigned to the position of...

LETTER OF AGREEMENT

23 S. 21.

between

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

and

THE EATON RAPIDS PUBLIC SCHOOLS

It is hereby agreed between the parties hereto that the below listed Salary Schedule shall replace the Salary Schedule in the Agreement for the Maintenance - Custodial Employees dated July 1, 1972 through June 30, 1975.

EFFECTIVE September 1, 1974

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>BASE RATE</u>
Building Engineer Maintenance	\$5.09	5.29
Building Engineer High School	4.06	4.26
Building Engineer Intermediate	3.95	4.15
Building Engineer Elementary & Pool Operator	3.83	4.03
Grounds Maintenance	3.66	3.86
Utility Maintenance	3.61	3.81
Custodian	3.56	3.76

The wage structure for the Assistant Building Engineer Maintenance Trainee will be administrated as follows:

1st 6 months	base rate \$4.90
2nd 6 months	base rate 4.90
3rd 6 months	base rate 4.90
4th 6 months	base rate 4.90
5th 6 months	base rate 4.90
6th 6 months	base rate 4.90
7th 6 months	base rate 4.90
8th 6 months	base rate 4.90

BOARD OF EDUCATION EATON RAPIDS PUBLIC SCHOOLS

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

By Lawrence S. Zeller

By Robert B. Ross  
Business Manager

By Maxine Sapeff

By Richard Emmel  
President

By Janet Warner

By Joe Aidan  
Secretary

Local #547 I.U.O.E.  
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Eaton Rapids Public Schools.