

THE GRASS LAKE 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".

ARTICLE I

PURPOSE

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

ARTICLE II

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 of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, and other conditions of employment.

(b) The term "employee" as used herein shall include all Maintenance Men and Custodians, employees of the Employer, as defined in Article XXIII.

Section 2. Agency Shop

(a) Membership in the Union is not compulsory. Employees have the right to join or not join the Union, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(b) Membership in the Union is separate and distinct from the assumption by an employee of his equal obligation to compensate the Union for the benefits he receives from representation. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Union. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the

6-30-76

Grass Lake Community School.

I. U. O. E. Local #547  
13020 Puritan Ave.; Detroit, Mich. 48227

Union. Accordingly, it is agreed that it is fair that such employee in the bargaining unit pay equally for benefits received and assume their fair share contained in this Agreement.

(c) The Employer agrees that as a condition of continued employment all present and future employees within the bargaining unit shall either become and remain members in good standing in the Union or shall pay to the Union an amount of money equal to the regular monthly dues, but shall not include any special increases or other requirements of the Union for special support from its members.

(d) Present employees not members of the Union on the effective date of this Agreement shall, on or before the Ninety-first (91st) Calendar day following the effective date of this Agreement or the signing date of this Agreement, whichever is later, shall become a member in good standing or tender such fees as is set forth in Section C above. New employees hired after the effective date of this Agreement shall, on the Ninety-first (91st) Calendar day of employment, become a member of the Union or tender an amount equal to such fees as set forth in Section C above.

(e) The Union shall accept such initiation fees and periodic dues and if requested shall accept into the membership each employee who becomes eligible to become a member of the collective bargaining unit, who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

(f) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall furnish the Steward the name and date of hiring of the new employee.

(g) The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Employer pursuant to this Article and agrees to indemnify and save the Employer harmless by virtue of such collections and payments to the Union.

(h) 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.

(i) If any court of competent jurisdiction or administrative agency holds that this Article and/or its concepts is (are) invalid,

illegal or unconstitutional, or that it violates any Federal or State Law, or that it is in conflict with any Federal or State Law; or if the State Legislature enacts a law forbidding such Articles and/or its concept, or any part hereof, which this Article does not conform to or with, this Article shall be null and void and either party shall then have the right to reopen negotiations pertaining to Agency Shop by giving the other party Thirty (30) calendar days written notice.

### Section 3. Check Off

(a) The Union shall provide to the Employer a statement of the amounts due to the Union by each employee for the initiation fee and dues. The Board, for the convenience of the Union and its members, shall deduct the dues each month from the pay of those employees who individually and voluntarily provide the Board with written authorization for the deduction of the uniformly required dues and initiation fee for the acquiring and maintaining of membership or the equivalent service fee paid by employees who do not elect to acquire membership in the Union. The forms for making written authorization for the deduction of dues and initiation fee shall be provided by the Union. Such dues as and when deducted shall be kept separate from the Employer's general funds, and shall be forwarded to the Union forthwith.

(b) The Board shall deduct from the employee's first pay each month the certified dues or initiation fee or the equivalent service fee.

(c) The Union shall indemnify and save harmless the Board from any and all claims, demands, suits, and other forms of liability, costs and expenses by reason of any action taken or omitted by the Board for the purpose of complying with the provisions of this Agreement.

## 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 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 IV

RIGHTS OF THE BOARD OF EDUCATION

(a) It is recognized that the management and operation of the school, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Board. Other rights and responsibilities belonging solely to the Board are hereby recognized, prominent among which, but by no means wholly inclusive are: The right to decide the number and location of work sites, stations etc., work to be performed within the unit, maintenance and repair, the amount of necessary supervision, machinery and tool equipment, methods schedules of work, direction of work, together with the selection, procedure, designing, engineering, and the control of building equipment and materials, except as it may be otherwise specifically limited in this Agreement.

(b) It is further recognized that it is the responsibility of the Board to select and direct the working force, including all members of the bargaining unit, and that it is the responsibility and right of the Board to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime worked, to relieve employees from duty because of lack of work or for other legitimate reasons, except as it may be otherwise specifically provided in this Agreement.

ARTICLE V

VISITATION

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

ARTICLE VI

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) 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, upon approval by his Supervisor.

(c) During this 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 VII

##### SAFETY PRACTICES

(a) The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employee's normal job.

(b) The employee will notify 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.

(c) The employee shall observe and adhere to all written safety practices of the Employer.

#### ARTICLE VIII

##### NO STRIKE-NO LOCKOUT

(a) Under no circumstances will the union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down, on any property of the Board or any curtailment of work or interference with the operation of the Board during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the continuance of renewal of this agreement.

(b) In the event of a work stoppage, other curtailment of, or interference with production, the Board shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the same has ceased. The Union shall immediately instruct the involved employees in writing that their conduct is in violation of

this contract, that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

(c) The Board shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

(d) If the Local Union and the International Union have fully complied with the foregoing provisions of this Article in the event of a wildcat strike or cessation which has not been authorized by the Union or the International Union and the Union or the International Union shall have no liability to the Board on account of such wildcat strike or cessation.

ARTICLE IX

JURISDICTION

Employees of the Employer not covered by this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency, with the exception of the work that is performed by the Maintenance-Custodial Supervisor plus the work that is performed during the Spring, Summer and Winter vacation periods, provided there is no discrimination against the employees covered by this Agreement.

ARTICLE X

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 work force as is now in effect, nor in the event of the extension of service shall contracting be used to avoid the performance of work covered under this Agreement.

ARTICLE XI

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. 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 probationary period shall work additional days equal to the number of days absent and such employees shall not have completed his probationary period until these additional days have been worked.

(b) After satisfactory completion of the probationary period seniority shall be granted retroactive to date of hire.

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

1. He resigns.
2. He is discharged for cause.

(d) Employees shall be laid off, recalled or demoted according to their seniority within their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee. The employee shall, upon changing classification, will receive the rate of pay for that classification.

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

(f) Copies of an agreed to seniority list shall be furnished to the Steward 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

### TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee's bulletin boards within one (1) pay period from the date of the created vacancy and the employee's shall be given five (5) working days time in which to make written 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. Newly created positions or vacancies are to be

posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Any employee within the bargaining unit who is temporarily transferred from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(c) 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 XIII

NEW JOBS

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and 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 on any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of Thirty (30) calendar days following the date of written notification to the Union. During this period of Thirty (30) calendar days, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate of pay, 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 for the temporary classification 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 and rate of pay shall be added to and become a part of Schedule A of the Agreement.

#### ARTICLE XIV

##### DISCIPLINE DISCHARGE

(a) Reprimands of an employee will be done in writing. Copies of the reprimand will be distributed as follows: One (1) copy for the Administrator, one (1) copy in the employee's personnel record, and one copy to the Union. The employee will be required to sign the reprimand. If the employee disagrees with the reprimand he will still be required to sign the reprimand and may attach a written statement to the written reprimand no later than within three (3) working days from receiving the reprimand. Signing of the reprimand in this situation does not mean agreement with the reprimand.

(b) Three (3) reprimands for the same delinquency or deficiency shall be just cause for dismissal. However, certain delinquencies shall be just cause for immediate dismissal, e.g., being under the influence of intoxicating liquor or drugs, dishonesty, insubordination or violation of the Board's policies or rules and regulations.

(c) Written notification of dismissal or suspension or other disciplinary action shall be given to the employee and the Chief Steward.

(d) Other causes, sufficient for dismissal, suspension and/or other disciplinary action, include but are not limited to:

1. Unauthorized or excessive absence from work.
2. Conviction for a criminal act.
3. Neglect of duty.
4. Falsification of records and reports.

#### ARTICLE XV

##### LEAVE OF ABSENCE

(a) Application for leave of absence for the following reasons, for not less than three (3) months nor more than one (1) year will be considered, and if the leave is granted it will be without loss of seniority, but without pay or benefits.

1. Serving in an elected position (Public or Union)

2. Prolonged illness in the immediate family.
3. Serving in an appointed or selected position with the Union.
4. Job related training.

(b) A leave for a period greater than one (1) year can be extended if mutually agreeable to the parties.

(c) Any employee whose personal illness extends beyond the period compensated through sick leave may be granted a leave with no minimum duration and without pay, for such time as is necessary for complete recovery from such illness up to one year. A statement from the employees personal physician will be furnished upon request by the Board before returning to work. The Board reserves the right to select a physician at its expense to verify such statements.

(d) Pregnancy - When a female employee becomes pregnant, she shall, by the end of her fourth (4th) month, furnish the employer with a certificate from her physician stating the approximate date of delivery and whether she is physically and emotionally capable of continuing her employment. When she is required to interrupt her employment upon the advise of her physician she shall immediately be granted a leave of absence. Upon return she will be required to submit to the Board a letter from her doctor indicating her fitness to return to work which shall include a statement as to both her emotional and physical conditions.

(f) 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.

(g) An employee returning from leave, when a position is not available, will assume the position of the least seniority person provided said person has less seniority than the person returning. The person being bumped will be laid off. If the person returning from leave does not have sufficient seniority to obtain a position he shall be placed on lay-off status.

(h) General Conditions - Unless other wise indicated, the following conditions shall apply to leaves of absence:

1. Requests for leaves must be in writing.

2. Eligibility shall be based on a minimum of three (3) years employment in the District.
3. All extended leaves shall be limited to one year except as provided in Sub-section C of this Article XV.
4. Salary increases shall not accrue, but basic salary shall be changed when the salary schedule has changed.
5. Sick leave shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
6. No salary shall be paid.
7. Seniority shall continue to accumulate during the leave period.

ARTICLE XVI

GRIEVANCE PROCEDURE

Definition:

1. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
2. The Board shall not be required to pay back wages of more than two (2) days prior to the date a written grievance is filed.
3. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
4. No decision in any one case shall require a retroactive wage adjustment in any other case.
5. The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
6. Nothing contained herein shall be construed as a waiver or precedent by any action or lack of action taken by the Board or Administration.
7. Working days shall be defined as those days Monday through Friday, excluding all paid holidays.
8. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to 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 immediate 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 the Building Principal 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 Building Principal shall then within Three (3) working days, meet with the Steward to discuss the grievance.

(b) The Building Principal shall then give his decision in writing relative to the grievance within Three (3) days of his meeting with the Steward.

Step Three

(2) Any appeal of a decision rendered by the Building Principal shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the Building Principal.

(b) The appeal shall be in writing and shall state the reason or reasons why the decision of the Building Principal was not satisfactory.

Step Four

(a) The Superintendent of Schools 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.

(b) 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 Five

(a) If the decision of the Superintendent of Schools is not satisfactory to the appealing party, an appeal must be presented in writing within five (5) working days of the receipt of the decision of the Superintendent of Schools to the Board of Education.

(b) The appeal must be in writing and state the reason or

reasons why the decision of the Superintendent of Schools was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than Thirty (30) days from the date of the receipt of the appeal.

(d) The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six

(a) If the appealing party so desires they must request the service of State Mediation by no later than ten (10) working days from the date of receipt of the decision rendered by the Board of Education.

(b) The request shall be in writing to all the parties and such request shall state the reason or reasons why the decision of the Board of Education was not satisfactory.

ARTICLE XVII

HOURS AND WORK WEEK

Section 1.

The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours (exclusive of an unpaid thirty (30) minute lunch period), Monday thru Friday, inclusive. This provision shall not be construed as a guarantee of work. Employees shall not be required to work more than forty (40) hours in any one (1) week, except as hereinafter provided.

Section 2. Overtime Rates Will be Paid as Follows:

(a) Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.

(b) Double time will be paid for all hours worked on Sunday, when such hours are overtime.

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 (1-1/2) his

regular rate of pay 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 according to seniority within the building within classification and among those employees who regularly perform such work provided they are qualified to perform such work.

Section 5. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day; and one (1) fifteen minute rest period during the second four (4) hours worked per day.

ARTICLE XVIII

SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick Leave

(a) Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual single sick leave bank.

(b) Each employee shall be entitled to an accumulation of the unused portion of each year's leave to be accumulated to a total of sixty-nine (69) working days.

(c) 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.

(d) The Board may, at Board expense, require an employee to submit to a physical or mental examination by approved specialists to determine whether involuntary sick leave is warranted.

(e) The Steward will be notified by October 15th of each year of the number of sick leave days carried over from the preceeding year for each employee covered by this Agreement.

(f) Upon separation, retirement or death, after ten (10) years service to Grass Lake Community Schools, the Board agrees to pay \$15.00 per day for all unused sick leave days up to sixty-nine (69) days.

Section 2. Funeral Leave

(a) Leave of absence with pay chargeable against the employee's

sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per year for a critical illness in the immediate family.
2. A maximum of five (5) days per year for each death in the immediate family. These five (5) days include the three non-chargeable days included in Section 2, No. 3. Immediate family is interpreted to include husband, wife, son, or daughter, brother or sister, father, mother, father-in-law, or other living within the home of the employee.
3. Three (3) days leave of absence with pay, not chargeable against the employees sick leave allowance, shall be granted in the case of the death of the spouse, son, daughter, mother, or father, mother-in-law and father-in-law.

### Section 3. Personal Business Days

Two (2) days per year (non-cumulative) for personal business not deductible from sick leave, A request for a personal business leave shall be made at least forty-eight (48) hours in advance to the Superintendent of Schools, and such day shall not be granted the day preceding or the day following holidays or vacations.

### ARTICLE XIX

#### HOLIDAYS

(a) The Employer will pay the normal days pay for the following holidays even though no work is performed by the employees.

New Year's Day	Thanksgiving Day
Good Friday	The Day After Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	New Year's Eve Day

(b) Employees required to work on any of the above named holidays shall receive time and one-half (1-1/2) for hours worked in addition to their 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 he shall receive eight (8) hours pay for the holiday. In the event the employee is on sick leave on any of the above named

holidays, a sick leave day shall not be deducted from the employee's sick leave bank.

(d) When the scheduled holiday falls on a Saturday the employee shall receive the Friday prior to the holiday off with pay; in the event that the scheduled holiday falls on a Sunday the employee shall receive the Monday after the Holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days the employee shall be granted a day off with pay for the holiday on another date that is mutually agreeable to the employee and the Employer.

(e) When an employee is absent the day before and/or the day after the holiday, he shall not receive his salary for the paid holiday unless his absence is due to personal illness or death in the family. In case of personal illness, he shall receive pay for the holiday, provided he submit satisfactory proof of his illness, and further provided that he is eligible for any compensation during the pay period in which said holiday occurs.

#### ARTICLE XX

##### HOSPITALIZATION

The Employer will provide Blue Cross-Blue Shield MVF-2 Master Medical Hospitalization on Insurance to each employee covered by this Agreement as follows:

1. The Employer shall pay the full cost of the Blue Cross-Blue Shield NVF-2 Hospitalization Insurance for the employee and his dependents.

2. When an employee or his spouse is insured elsewhere the employee or the spouse in that case will not be provided hospitalization insurance. In lieu of hospitalization the employee shall receive \$250 to be applied to a tax sheltered annuity with either Northwestern or Metropolitan Life Insurance Companies.

#### ARTICLE XXI

##### VACATION

(a) All employees covered by this Agreement who have completed one (1) year of service continuous shall receive two (2) weeks vacation with pay; six (6) years of continuous service three (3) weeks vacation with pay; ten (10) years of continuous service receive (3) three weeks and (3) three days with pay.



(b) An employee to qualify for vacation must be employed by the District for one (1) full year of continuous service.

(c) Vacations will be granted at any time during the school year upon approval by the Superintendent of Schools.

(d) Vacations must be taken each year. A vacation may not be waived by an employee and money received in lieu of the vacation and any vacation time not taken will not accumulate.

(e) Employees terminating employment or on a leave of absence shall receive prorata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

ARTICLE XXII

MILEAGE

Each Maintenance Man covered by this Agreement shall receive fifteen (15¢) cents per mile for every mile the employee drives while performing job related duties during working hours.

ARTICLE XXIII

BENEFITS

It is agreed between the parties that in the event that an employee works four (4) or more hours per day and is covered by this Agreement he shall be entitled to a pro rata portion of all of the benefits as provided under this Agreement based on the hours the employee works for the Employer.

ARTICLE XXIV

JURY DUTY

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, provided the employee is unable to obtain a waiver.

ARTICLE XXV

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 XXVIBINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVIISCOPE, WAIVER ANDALTERATION 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 the same has been executed in writing and 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 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 XXVIIITERMINATION 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 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) Calendar Days written notice prior to the current year

of termination.

(c) If either party desires to modify this Agreement it shall Ninety (90) Calendar Days prior to the termination date give written notice of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union. The International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227, and if to the Employer addressed to the Grass Lake Community Schools, 899 South Union Street, Grass Lake, Michigan 49240 or to any other such address the Union or the Employer may make available to each other.

(e) The effective date of this Agreement is July 1, 1975.

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

GRASS LAKE COMMUNITY SCHOOLS

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

*Margaret K. Leatherstock*  
*Secretary of the Board*  
*Clarence F. Smith, Supt.*

*Robert B. Ross*  
Business Manager

*Richard Pammel*  
President

*J. J. Jordan*  
Corresponding-Secretary

SCHEDULE A

SALARY SCHEDULE

Effective July 1, 1975:

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>BASE RATE</u>
Maintenance Men Grade I	\$ 4.15	\$ 4.45
Maintenance Men Grade II	\$ 3.85	\$ 4.15
Head Custodian	\$ 3.70	\$ 4.00
Custodian	\$ 3.45	\$ 3.75

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this agreement.