

6-30-74

Hudson Area Schools.

Union Agreement

May 1972

HUDSON AREA SCHOOLS

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

jd  
May 1972

Office of the Superintendent  
Hudson Area Schools  
Hudson, Michigan 49247

A G R E E M E N T

between

HUDSON AREA SCHOOLS

hereinafter referred to as the "Employer"

and

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

hereinafter referred to as the "Union".

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May 1972

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

4202

UNION RECOGNITION, UNION SECURITY; CHECK OFF

4202.1

Section 1. Union Recognition

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

(b) The term "employee" as used herein shall include all Building Engineers and Custodians, employees of the Employer.

Section 2. Union Security

4202.2

(a) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those presently employed, who are not members on the effective date of this Agreement or any employee hired on or after the effective date of this Agreement, shall be required as a condition of continued employment to either become and remain a member of the Union in good standing or pay to the Union a service charge as a contribution toward the administration of the Agreement in an amount equal to the initiation fee and dues as charged all other respective members of the Union on or before the Ninety-first (91st) day following the beginning of such employment, whichever shall be sooner.

(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 reopen negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party Thirty (30) days written notice.

Article II

Union Recognition, Union Security; Check Off

4202.2

(d) The Employer agrees that, upon hiring any new employees who are not members of the Union, or who are not paying towards the administration of this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

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

(f) The Union shall identify 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 reliance upon claims made by the Union that an employee must be discharged because he has not complied with this Section of Agreement.

4202.3

Section 3. Check-Off

(a) The Union shall submit to the Employer a statement of the amount due to the Union by each employee for the initiation fee and Union dues. The Employer shall then deduct from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the 15th day of each month, following that which said deductions were made, together with a listing of each employee with the amount that is deducted each month. Provided, however, that the Union shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

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

ARTICLE III

4203

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 the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management add administrative control of the school system and its properties and facilities, and the activities of its employees during the school day.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the 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. The exercise of the foregoing rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

(b) The Board of Education has the right to change its policies, including those policies, which effect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of the Agreement.

ARTICLE IV

4204

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 V

4205

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 purpose 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.

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ARTICLE VI

4206

STEWARDS

(a) The employees shall be represented by a Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiation meetings, after arrangements have been made with his Supervisor.

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

ARTICLE VII

4207

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 or work, which are not recognized as a part of the employees normal jobs.

(b) The employee will also be expected to inform, in writing, the Employer 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.

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ARTICLE-VIII

4208

JURISDICTION

Employees of the Employer not covered by the terms of the Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency; except in the cases of the Grounds Maintenance Man and the temporary help who shall continue to perform work as has been historically performed in past years provided there is no discrimination against the employees covered by this Agreement.

ARTICLE IX

4209

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.

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4210

ARTICLE X

SENIORITY

4210.1

(a) A newly hired employee shall be on a probationary status for Ninety (90) calendar days. The probationary period shall be Ninety (90) calendar days taken from and including the first working day. If at any time prior to the completion of the Ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

4210.2

(b) After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retroactive to date of hire.

4210.3

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classification. 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.

4210.4

(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 good and sufficient reasons.

4210.5

(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.

4210.6

(f) An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employees location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy, and the employees shall be given five (5) 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. 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 temporarily transferred from his classification to another classification within the bargaining unit for three (3) working days or longer shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred retroactive to date of transfer at the pay rate of the higher paid classification.

(c) Temporary transfers shall be for a period of no longer than thirty (30) days, except in the event that both parties mutually agree to an extension of the thirty (30) day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) day time period the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII

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, specifications 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 in writing 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 negotiate the rate and the classification.

ARTICLE XIII

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes with the employee 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 wilfull violation of agreed upon Employer's rules.

4214

ARTICLE XIV  
LEAVE OF ABSENCE

4214.1

(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 and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability, provided he promptly notifies the Employer of the necessity thereof, 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.

4214.2

(b) Leaves of absence shall be granted for a reasonable period of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house.

4214.3

(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.

4214.4

(d) Whenever an employee shall become 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 any restrictions on the nature of the work that she may be able to do and the length of time she may continue to work. With her physician's approval, she may be allowed to work until three (3) months before the expected date of delivery. When she is required to interrupt her employment upon the advise of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished establishing the fact that she is not able to work.

4214.5

(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.

4214.6

(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.

4214.7

(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.

4214.8

(h) An employee who meets all of the requirements as hereinbefore specified 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 all job and recall rights.

4214.9

(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 the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

4215

Definitions

4215.1

A grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

Step One

4215.2

- (a) An employee having a grievance shall present it orally to his supervisor.
- (b) The supervisor shall discuss the grievance with the employee.
- (c) If the grievance is not settled orally, the employee or his supervisor, within twenty-four (24) hours, may request a meeting with the Steward to discuss the grievance.

Step Two

4215.3

- (a) The Steward may then, within twenty-four (24) hours of the oral discussion with the supervisor, submit the grievance in writing to the Supervisor of Buildings and Grounds.
- (b) The Supervisor of Buildings and Grounds shall then within twenty-four (24) hours, meet with the Steward to discuss the grievance.
- (c) The Supervisor of Buildings and Grounds shall then give his decision in writing within forty-eight (48) hours of his meeting with the Steward.

Step Three

4215.4

- (a) Any appeal of a decision rendered by the Supervisor of Buildings and Grounds shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt of the written decision of the Supervisor of Buildings and Grounds.
- (b) The appeal shall be in writing and state the reason or reasons why the decision of the Supervisor of Buildings and Grounds was not satisfactory.



Article XV  
Grievance Procedure

Step Four

4215.5

- (a) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) 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

4215.6

- (a) If the decision of the Superintendent of Schools is unsatisfactory, an appeal must be presented in writing within five (5) working days of receipt of the decision of the Superintendent of Schools to the Board of Education.
- (b) The appeal must be in writing stating 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 both parties, but no later than thirty (30) days from the date of the receipt of the appeal.
- (d) The Board of Education shall give a 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

4215.7

- (a) If the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation, or advisory arbitration.
- (b) The procedure herein provided shall not prohibit the Union or the Employer from resource to normal mediation provided by Michigan State Law.

Article XV  
Grievance Procedure

4215.8

Step Seven

- (a) If the appealing party is not satisfied with the disposition of the grievance through the services of State Mediation, then within fifteen (15) days from the date of conclusion of the last meeting of mediation, the grievance may be submitted to Arbitration.
- (b) The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.
- (c) The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
- (d) Each party shall be responsible for the expenses of the witnesses that they may call.
- (e) The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
- (f) The fees and expenses of the Arbitrator shall be borne equally by the parties.
- (g) The Arbitrator shall render his decision in writing not later than thirty (30) days from the conclusion of the arbitration hearing.
- (h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XVI

HOURS AND WORK WEEK

4.216

Section 1. Regular Hours

4.216.1

- (a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.
- (b) The normal work day shall be eight (8) consecutive hours plus an unpaid lunch period which shall be mutually agreeable to the employee and the Employer.

Section 2. Overtime Will be Paid as Follows:

4.216.2

- (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; 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. Rest Periods

4.216.3

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 (15) minute rest period during the second four (4) hours worked per day.

Section 4. Call Back

4.216.4

Whenever an employee is required to return to work after 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.

Article XVI  
Hours and Work Week

Section 5. Distribution of Overtime

4216.5

- (a) Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work as follows:
1. In the event of a breakdown of the equipment in the building or the need to take care of a problem in the building.
  2. When non-school groups use the buildings and paying for use of facilities.
  3. School or civic groups of forty (40) or more use the kitchen, cafeteria or gym areas.
  4. Immediately before vacation periods, overtime will not be authorized unless the facility is being used for instructional purposes the following school day.
  5. Graduation Sunday will not be paid at the rate of double time but at the regular overtime rate of pay provided such hours are overtime.
  6. In the event that an employee has an excused absence due to illness during the work week, those hours shall be counted as hours worked for computing overtime payment.
  7. An employee shall be expected to notify their supervisor in the event that he is not able to report to work or is leaving before completion of his regular assigned hours, as soon as possible.

## ARTICLE XVII

### SICK LEAVE AND FUNERAL LEAVE

4.217

#### Section 1. Sick Leave Bank

4.217.1

Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with no limit. It is understood that part-time employees shall be entitled to a pro-rated portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

#### Section 2. Sick Leave

4.217.2

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 or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family 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.

#### Section 3. Funeral Leave and Personal Emergency Leave

4.217.3

- (a) All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, meaning, father, mother, sister, brother, husband, child, wife, parent-in-law or any other member of the family or household who has clearly stood in the same relationship as any of these. Additional time off for traveling to said funeral shall be granted and such additional time shall be charged to sick leave.
- (b) Employees may be granted one-half (1/2) day, with pay, to attend funerals of non-family members when it is mutually agreeable to the Employer and the employee.

Article XVII  
Sick Leave and Funeral Leave

4217.3

- (c) All employees shall be entitled to a total of two (2) days per year, for personal emergency and/or business leave which shall be deducted from the sick leave, but these two (2) personal business days shall not effect the bonus vacation plan. The purpose of this leave is to relieve the employee of financial hardship in situations over which they have no control. Personal Business means an activity that requires the employees presence during the work day and is of such a nature that it cannot be attended to at another time of the day.
- (d) Application for personal business leave, containing the reasons for the leave, must be submitted in writing at least forty-eight (48) hours in advance, except in the event of an emergency when a shorter notice may be acceptable.

Section 4. Bonus Vacation Plan

4217.4

All employees who have a minimum of twenty-four (24) sick leave days in their individual accumulated sick leave bank may earn additional vacation days annually according to the following schedule:

<u>Days absent during year</u>	<u>No. of days bonus vacation</u>
0	5
1	5
2	4
3	3
4	2
5	1

ARTICLE XVIII

HOLIDAYS

4218

Section 1. Paid 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 Eve Day  
New Year's Day  
Memorial Day  
July Fourth  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
Good Friday

- (b) Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.
- (c) If an employee is on vacation or sick-leave 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 regular pay for the holiday.
- (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 then be granted a day off at a later date that is mutually agreeable to the employee and the Employer.
- (e) Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

ARTICLE XIX

HOSPITALIZATION

4219

The Board of Education will pay up to \$46.00 a month for hospitalization, from either M.E.A. or Blue Cross-Blue Shield, upon authorization of the employee.

ARTICLE XX

VACATIONS

4220

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) weeks vacation with pay; after two (2) years of service said employee shall receive two (2) weeks vacation with pay. After five (5) years, three (3) weeks and four (4) weeks after fifteen (15) years. During the first year of employment, the employee shall be entitled to one (1) day vacation per month for the last one (1) months of the first work year.

(b) To be eligible for a vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours.

(c) Employees terminating employment or on a leave of absence shall receive pro-rata 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, providing the employee has given the Employer a minimum of two (2) weeks notice prior to the date he terminates his employment. One (1) year or more of employment is necessary to qualify for this provision.

(d) Vacation will be taken at five (5) work days at a time unless two (2) weeks prior arrangement is made with the supervisor. All vacations will be scheduled between July 1st and June 30th.

(e) Vacation time that is scheduled over a holiday period shall be rotated according to seniority among all of the employees covered by this Agreement.



ARTICLE XXI

JURY DUTY

4221

Employees requested to appear for jury qualification or if they are subpoenaed as a witness in a trial shall be expected to present their per diem payment to the Board of Education. If the employee meets these requirements he shall then be paid his regular rate of pay for the time he is on such leave by the Employer. The employee shall have the right to any expense monies provided.

ARTICLE XXII

UNIFORMS

4222

The Employee shall be provided with three (3) uniforms per employee with laundry the responsibility of the employee and replaceable upon need.

ARTICLE XXIII

BENEFITS

4223

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

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May 1972

ARTICLE XXIV

CLASSIFICATION AND COMPENSATION

4224

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

BINDING EFFECTIVE AGREEMENT

4225

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

ARTICLE XXVI

PAY COMPUTATION

4226

All new employees pay will be held back for two (2) weeks for the basic hours worked and these two (2) weeks pay will be paid upon termination. It is also further agreed that all overtime payment will be delayed two (2) weeks.

ARTICLE XXVII

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

4227

Section 1. Agreement Alteration

4227.1

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

Section 2. Waiver of Breach or Conditions

4227.2

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. Invalid Article or Section

4227.3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be 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 XXVIII

TERMINATION AND MODIFICATION

4228

4228.1

(a) This Agreement shall continue in full force and effect until June 30, 1974.

4228.2

(b) If either party desires to terminate this Agreement it shall Ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.

4228.3

(c) The economic features of this Agreement may be re-opened for further negotiation each year by either party giving the other party at least ninety (90) days written notice of the desire and intention to re-open and re-negotiate the issue of economic benefits. Such written notice shall be sent by certified mail to the recognized mailing address of the other party and shall be deposited at least ninety (90) days prior to the anniversary date of this Agreement. In the event that 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 or until the termination date of this Agreement as here-in-before provided. 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.

4228.4

(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, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan, 48227 and if the Employer - addressed to the Hudson Area Schools, 746 N. Maple Grove Avenue, Hudson, Michigan 49247.

Article XXVIII  
Termination and Modification

4.228.5

(a) The effective date of this Agreement is JULY 1, 1972  
IN WITNESS WHEREOF: the parties hereto have caused this  
instrument to be executed.

HUDSON BOARD OF EDUCATION

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

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

jd  
May 1972

SCHEDULE A  
SALARY SCHEDULE

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Building Engineer High School	\$ 3.30	\$ 3.65
Building Engineer Junior High School	3.20	3.55
Building Engineer Elementary	3.10	3.45
Utility Custodian	2.85	3.25
Custodian	2.70	3.10

jd  
May 1972

HUDSON AREA SCHOOLS  
SALARIES AND FRINGE BENEFITS

CUSTODIANS

4299

<u>Position</u>	<u>1972-73 Salary</u>	
	<u>Probationary Rate</u>	<u>Base Rate</u>
Building Engineer (High School)	\$ 3.30	\$ 3.65
Building Engineer (Jr. High)	3.20	3.55
Building Engineer (Elementary)	3.10	3.45
Utility Custodian	2.85	3.25
Custodian	2.70	3.10

Benefits

Per Custodial Contract

jd  
July 1972

HUDSON AREA SCHOOLS  
SALARIES AND FRINGE BENEFITS

CUSTODIANS

4299.1

<u>Position</u>	<u>1972-73 Salary</u>
Supervisor	\$ 9200.00

Benefits

Per Custodial Contract

jd  
July 1972