

**A G R E E M E N T**

between

**ATHENS AREA SCHOOLS**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL #547 A-B-C**

**THREE YEAR AGREEMENT  
1987-88 - 1988-89 - 1989-90**

*Athens Area Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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**A G R E E M E N T**

**THE ATHENS AREA 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 Athens Area Schools 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**

**UNION RECOGNITION**

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

(b) The term "Employee" as used herein shall include permanent maintenance, mechanic, and Custodial employees of the Athens Area Schools.

(c) All gender references shall mean both male and female.

**ARTICLE III**

**UNION SECURITY CLAUSE**

It shall be a condition of employment that all permanent maintenance, mechanic, and custodial employees of the Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those permanent maintenance, mechanic, and custodial employees of the Employer who are not members of the Union of the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, or the signing date of this Agreement, whichever shall be later, either become and remain members in good standing of the Union or contribute to the Social Welfare Fund an amount of money equal to the amount charged all other maintenance, mechanic, and custodial employees to join the Union plus dues as charged all other maintenance, mechanic, and custodial employees.

Joining the Union or contributing to the Social Welfare Fund shall be a required condition of employment for all permanent maintenance, mechanic, and custodial employees.

If the Union refuses to accept any person eligible for permanent employment, said person may continue in employment, providing his work is satisfactory to the employer, by contributing to the Social Welfare Fund in the manner previously mentioned.

Monies of the Social Welfare Fund will be placed in a separate account of the Employer and will be disbursed as a committee composed of two Union personnel and two representatives of the Employer deemed advisable at such time as either group may desire. Monies of the Social Welfare Fund will not be disbursed to the Employer or the Union.

#### ARTICLE IV

##### CHECK-OFF

The employer shall deduct from the wages of employees covered by this Agreement and remit to the Union, on or before the 15th of the month, dues uniformly required as a condition of membership in the Union only in such cases as the Employee files with the Employer proper written authorization to do so.

#### ARTICLE V

##### NEW JOBS

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, and 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.

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 call for a meeting of the union to discuss the rate and classification.

#### ARTICLE VI

##### JURISDICTION

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

#### ARTICLE VII

##### 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 or intention of undermining the Union or to discriminate against any of its members.

## ARTICLE VIII

### DISCIPLINE AND DISCHARGE

When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume the Employer became aware of the conditions giving rise to the discipline. Employees personnel files shall be purged of disciplinary reports every five (5) years beginning July 1, 1991, and every five (5) years thereafter.

Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline. Record of any disciplinary action shall be available to the Union upon request.

## ARTICLE IX

### 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 X

### GRIEVANCE PROCEDURE

#### 1. STEP ONE

- a. An employee who believes that a grievance exists shall first discuss the matter informally with the Supervisor. Such discussion shall occur within ten (10) days from the time of the event or the time the grievant reasonably should have learned of the event.
- b. If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the employee shall request the union steward to reduce the grievance to writing and indicate the alleged contract violation and remedy desired. The written grievance must be submitted to the Supervisor within ten (10) days of the informal conference.

#### 2. STEP TWO

- a. Within five (5) working days of receipt of the grievance the Supervisor shall meet with the union steward in an effort to resolve the grievance. The Supervisor shall indicate said disposition of the grievance in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the union steward.
- b. If the decision of the Supervisor is not appealed within

five (5) working days of receipt of the written disposition, the Supervisor's decision shall be considered settlement of the grievance.

3. STEP THREE

- a. If the employee is not satisfied with the disposition of the grievance by the Supervisor, the grievance shall be transmitted to the Superintendent within five (5) working days of receipt of the written disposition by the Supervisor. Within five (5) working days the Superintendent shall meet with the Union steward and his/her designee on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) working days of such meeting, and shall furnish a copy thereof to the Union steward.

4. STEP FOUR

- a. If the employee is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the Board of Education within five (5) working days of receipt of the written disposition by the Superintendent. The Board of Education, no later than its next regular meeting, may hold a hearing on the grievance, review such grievance in closed session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board of Education shall be made no later than seven (7) working days thereafter and a copy thereof shall be furnished to the Union steward.

5. STEP FIVE

- a. If the employee is not satisfied with the disposition of the grievance by the Board of Education the grievance may be submitted for mediation and/or arbitration in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall have no power to alter, and to or subtract from the terms of this Agreement.
  - b. The fees and expenses of the arbitrator shall be divided equally between the Board of Education and the Union.
6. The grievance procedure herein set forth shall not apply to any grievance in which proceedings are pending before any administrative tribunal, agency or court.

ARTICLE XI

SENIORITY

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

(b) Probationary employees completing their probationary period, and employees transferring into the bargaining unit shall acquire seniority from date of completion of transfer or probation.

(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.

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

1. He resigns.
2. He is discharged for cause.
3. He is absent for one (1) 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, 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.

Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

During his term of office, the Chief Steward shall be deemed to head the seniority lists 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 XII

### TRANSFERS AND PROMOTIONAL PROCEDURE

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days, and the employees shall be given five (5) working days time in which to make application to fill the vacancy of 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.

Any employee temporarily transferred shall be paid either <sup>THE</sup> rate of the position to which he is transferred, or the rate of <sup>THE</sup> position from which he is transferred, whichever is higher.

Temporary transfers shall be for a period of no longer than thirty (30) days. Extensions may be given by mutual agreement.

Any position that requires more than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and shall be posted.

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 location and classification. Seniority in classification shall be as of date of

entry into the classification.

## ARTICLE XIII

### HOURS AND WORK WEEK

#### Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) hours, excluding time off for lunch or other non-school work related activities.

(c) The following work shifts shall be established. The establishment of such shifts does not require employment unless determined necessary by the employer.

Shift A	7:00 a.m. - 11:00 a.m.	11:30 a.m. - 3:30 p.m.
Shift B	3:00 p.m. - 7:00 p.m.	7:30 p.m. - 11:30 p.m.
Shift C	5:00 p.m. - 9:00 p.m.	9:30 p.m. - 1:30 a.m.

(d) Reporting pay -- Employees reporting for work on their normally scheduled shift and there is no work, and they are sent home shall receive a minimum of two (2) hours pay. (This provision shall not apply as a result of an act of God.)

#### Section 2.

Overtime rates will be paid as follows:

(a) Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, and for 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.

(c) 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 the regular rate or a minimum of two (2) hours pay at his straight-time hourly rate, whichever is greater.

## ARTICLE XIV

### DISTRIBUTION OF OVERTIME

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

## ARTICLE XV

### SHIFT DIFFERENTIAL

The following scale will be paid for the A, B, and C shifts:



Shift A	7:00 a.m. - 3:30 p.m.	Regular hourly salary
Shift B	3:00 p.m. - 11:30 p.m.	Twenty cents (\$.20) per hour over base.
Shift C	5:00 p.m. - 1:30 a.m.	Twenty-five cents (\$.25) per hour over base.

## ARTICLE XVI

### HOLIDAYS

(a) The Employer will pay eight (8) hours pay for the following holidays, and when a holiday falls on a weekend, employees will get off the day/days preceeding or following the weekend holiday, providing the schools are not in session on any such days.

July 4th	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Memorial Day
Christmas Eve	Floating Holiday
Christmas Day	
Christmas Day Following	

If school is in session on Good Friday then another day shall be substituted for the Good Friday holiday. The Floating Holiday must be approved by the Superintendent in advance.

(b) Employees required to work on any of the above named legal holidays shall receive his regular pay for hours worked in addition to his holiday pay.

(c) If an employee is on vacation on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday.

(d) Employees off sick on the holiday, the day before or the day after the holiday shall be required to submit medical proof of illness to receive holiday pay.

(e) Part-time employees shall receive holiday pay for the agreed to holidays at their average hours scheduled work during the first pay period prior to the holiday.

## ARTICLE XVII

### SICK LEAVE AND FUNERAL LEAVE

#### Section 1.

Each employee covered by this Agreement shall receive credit for one (1) sick day per month and such days may accumulate to a total of ninety (90) days. Any new employee or employees returning the fiscal year without an accumulation of sick days shall be credited with twelve (12) days at the start of his/her employment, and shall not receive any additional days during the first year of employment.

#### Section 2.

Sick days may be used by the employee when he is unable to perform his assigned work due to sickness or injury. Sick days may also be used when a member of the immediate family of the employee is sick or injured and requires the attention of the employee. Sick days may also be used when an employee was exposed to a contagious disease and his/her presence would not be in the best interest of the school district.  
Section 3.

Any employee using sick days granted in advance of earned credit agrees to remain in the employment of the school district until full credit is earned or to repay the school district in full for advanced sick days used upon the request from the school district or upon termination of employment.

Section 4.

Each employee covered by this Agreement shall be granted up to three (3) days off with pay for the death of a member of the employee's immediate family. The immediate family shall be construed to mean one of the following: husband, wife, children, parents, brother, sister, grandparents, mother-in-law or father-in-law and grandchildren. Additional time off will be granted for necessary time to travel to distant states for funeral services and shall be charged to sick leave.

Section 5.

Employees having 24 days of accumulated sick days may earn additional vacation days annually according to the following schedule:

Days Absent During Fiscal School Year	Number of Days Bonus Vacation
0	5
1	5
2	4
3	3
4	2
5	1

Section 6.

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

Section 7.

In the event of absence due to injury which is compensatory under the Workmen's Compensation Act, the employee may use accumulated sick leave to make up the difference between his salary and the benefits received, under the Workmen's Compensation Act provided that:

1. The insured employee notified the Superintendent in writing that he wishes to use his sick days to make up the difference, and

2. Once the employee's sick leave is exhausted, these payments shall end, and
3. At no time shall the amount of compensation under the Act and the sick pay benefits, combined exceed his gross pay.

Payment of sick leave days shall be subject to the following conditions:

1. Employees desiring sick leave time must call the Administration Office and report their unavailability no later than one hour prior to their work shift start.
2. The Superintendent shall make final determination whether the reason for the absence warrants the payment of sick day. The purpose of these days is to prevent loss of payment to the employees who suffer from injuries or sickness which is beyond their control.
3. The employee will be required to submit medical proof of illness for any absence beyond two (2) days stating the nature of the injury or sickness and the ability of the employee to perform his regular duties.

#### Section 8.

Sixteen hours may be used for business leave (not out of sick days). It is expressly understood that business leave hours shall be used only for legitimate business, or professional or personal obligations which cannot reasonably be scheduled outside of the employee's regular working hours. Requests for business hours must be made in writing at least forty-eight (48) hours in advance, except in cases of emergency.

### ARTICLE XVIII

#### VACATIONS

All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week of vacation with pay. For two (2) and three (3) years of service shall receive two (2) weeks vacation with pay. For four (4) years, two (2) weeks plus one (1) day. For five (5) years, two (2) weeks plus two (2) days. For six (6) years, two (2) weeks plus three (3) days. For seven (7) years, two (2) weeks plus four (4) days. For eight (8) and nine (9) years, three (3) weeks. After ten (10) years of service, an employee shall receive four (4) weeks of vacation with pay. One additional week of paid vacation will be granted 12-month employees upon completion of twenty (20) years of service to the school district.

To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his regularly scheduled working hours. Employees who work less than eighty percent (80%) of their regularly scheduled working hours shall receive prorated vacation based on hours worked.

An employee terminating employment or who is on a leave of absence shall receive a prorated 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. In order to be eligible for this payment the employee must give written notice to the employer at least two (2) weeks prior to termination date.

#### ARTICLE XIX

##### JURY DUTY

Employees requested to appear for jury 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 XX

##### ACT OF GOD DAYS

For any days declared as an emergency in the area by the State or Governor of the State of Michigan, the employees in this bargaining unit shall not be required to report for work and shall receive their normal day's pay for such days.

#### ARTICLE XXI

##### VISITATION

After presentation of proper credentials, Officers or accredited representatives of the Union shall (upon request by the Union) be admitted 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 grievances.

#### ARTICLE XXII

##### BINDING EFFECTIVE AGREEMENT

The Agreement shall be binding upon the parties hereunto, their successors, administrations, executors, and assigns.

#### ARTICLE XXIII

##### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

###### Section 1.

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

###### Section 2.

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

###### Section 3.

if any article or section of this agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be 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 XXIV**

**SALARY SCALE**

The following salary schedule shall be a part of this Agreement effective July 1, 1987 and COLA to be the CPI-W each May:

	-----TO JUNE 30TH-----		
	1987-88	1988-89	1989-90
<u>0-89 Days Experience</u>			
Custodian	6.76	PRIOR+COLA	PRIOR+COLA
Maintenance Mechanic	7.04	PRIOR+COLA	PRIOR+COLA
Garage Mechanic	7.31	PRIOR+COLA	PRIOR+COLA
<u>90-364 Days Experience</u>			
Custodian	7.83	PRIOR+COLA	PRIOR+COLA
Maintenance Mechanic	7.91	PRIOR+COLA	PRIOR+COLA
Garage Mechanic	7.91	PRIOR+COLA	PRIOR+COLA
<u>1 Year &amp; Over Experience</u>			
Custodian	8.46	PRIOR+COLA	PRIOR+COLA
Maintenance Mechanic	8.75	PRIOR+COLA	PRIOR+COLA
Garage Mechanic	8.86	PRIOR+COLA	PRIOR+COLA

*see last page attached*

**ARTICLE XXV**

**HEALTH AND WELFARE**

Local #547 full time members shall receive the same health, dental, and vision insurance as teachers receive. Regularly employed part time employees may elect to receive the health insurance benefit if the employee pay the portion of the health insurance benefit not provided by the employer.

**ARTICLE XXVI**

**UNIFORMS**

The Athens Area Schools will provide each employee covered by this Agreement the following uniforms for each year of the three-year Agreement.

Custodial, Matron:

- Uniform Shirts                      Three (3)
- Uniform Pants                        Three (3)

(Color, quality and place of purchase shall be at the Board's decision.)

Garage Mechanic and Maintenance Mechanic:

The Board shall pay the full cost (11-set plan) uniform rental service.

It shall be the responsibility of the employee to wear his uniform while performing his/her duties as an employee of the school district. It shall also be the responsibility of the employee to keep these uniforms in clean and orderly condition within the reasonable performance of his/her duties as employed by the school district.

Employees who work less than two (2) months after the purchase of their uniforms, may keep the uniforms, with the cost of such uniforms to be deducted from his final termination monies due him them.

#### ARTICLE XXVII

##### NO STRIKES AND LOCKOUTS

Strikes by public employees are illegal (Section 1, P.A. 336 of 1947, as amended). The Board and Union believe in the solution of differences by peaceful means, no interruption of school programs, and no changes in the education children receive.

During the life of this agreement, no strike, including a work stoppage, slowdown, or picketing shall be caused or sanctioned by the Union or caused by any employees, and no lockout shall be ordered by the Employer.

#### ARTICLE XXVIII

##### TERMINATION, CHANGE OR AMENDMENT

This Agreement shall become effective July 1, 1987 and remain in full force and effect until June 30, 1990.

This Agreement may be re-opened for negotiations by either party giving the other party at least ninety (90) days written notice of the desire and intention to re-open. 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 herein before provided.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed. All other provisions, terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby sign their signatures this  
1st day of October 1987.

**ATHENS AREA SCHOOLS**

*Paul Salva*  
Superintendent

*Paul Bredesen*  
Board President

*Theodore S. Dunk*  
Board Secretary

*John F. Peters*  
Board Treasurer

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS #547 AFL-CIO**

*Patricia Selby*  
Business Manager

*Robert D. Jones*  
President

*Jennifer L. Hudson*  
Recording Corresponding Secretary

## ARTICLE XXIV

## SALARY SCALE - CUSTODIAL CONTRACT

The following salary schedule shall be a part of this Agreement effective July 1, 1987 and COLA to be the CPIW each May:

	-----TO JUNE 30TH-----		
	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
<u>0-89 Days Experience</u>			
Custodian	6.76	7.02	PRIOR+COLA
Maintenance Mechanic	7.04	7.31	PRIOR+COLA
Garage Mechanic	7.31	7.60	PRIOR+COLA
<u>90-364 Days Experience</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Custodian	7.83	8.14	PRIOR+COLA
Maintenance Mechanic	7.91	8.22	PRIOR+COLA
Garage Mechanic	7.91	8.22	PRIOR+COLA
<u>1 Year &amp; Over Experience</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Custodian	8.46	8.79	PRIOR+COLA
Maintenance Mechanic	8.75	9.09	PRIOR+COLA
Garage Mechanic	8.86	9.21	PRIOR+COLA

7/1/88