

10/31/83

AGREEMENT
between
MARYGROVE COLLEGE
and
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 547, AFL-CIO

November 1, 1980 through October 31, 1983

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Marygrove College

*Marygrove College
8425 W. Mc Nichols Rd.
Detroit, Mich. 48221*

AGREEMENT

This Agreement entered into as of the 25th day of November, 1980, between Marygrove College ("Employer") and the International Union of Operating Engineers, Local 547, AFL-CIO ("Union").

ARTICLE I
PURPOSE

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

ARTICLE II
UNION SECURITY

Section 1

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for boiler operators employed by the Employer, excluding supervisors, temporary employees hired by the Employer pursuant to Article VII, Section 7, and all other employees.

Section 2

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 shall, on or before the 31st day following the effective date of this Agreement or the signing date of this Agreement, whichever shall be later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

Section 3

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.

Section 4

The Employer agrees that, upon hiring any new employees covered by this Agreement who are not members of the Union, the Employer shall send a letter advising the Union of the name and date of hiring of the new employees.

Section 5

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

Section 6

During the term of this contract, the Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union, on or before the 15th day of each month, 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.

Section 7

Such dues, as and when deducted, shall be kept separate from the Employer's general funds, shall be deemed trust funds, and shall be forwarded to the Union not later than the fifteenth (15th) day of the month in which the deduction is made.

Section 8

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability resulting from the deductions made by the Employer from the wages of any employee or employees.

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 age, sex, race, creed, color, religion or national origin.

ARTICLE IV

UNION REPRESENTATION

Section 1

The representative designated in writing by the Union shall have access to the Employer's premises during regular business hours for the purpose of investigating pending grievances, provided that such representative first notify the Employer of the purpose of his visit, and that on none of such visits shall such Union representative interfere with production or the maintenance of discipline on the Employer's premises.

Section 2

For the purpose of collective bargaining and for the grievance procedure 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. No one shall be eligible to serve as a Chief Steward unless he is currently employed by the Employer, has acquired one (1) year's seniority and is working at the College.

Section 3

Reasonable arrangements will be made to allow the steward time off with pay, for actual work time lost, for the purpose of investigating grievances and to attend grievance and negotiating meeting; provided that, no employee, whether steward or otherwise, shall stop his assigned work for any reason related to the investigation and settlement of grievances without promptly notifying and obtaining the permission of his supervisor. The supervisor shall give such permission unless efficient operations

require the Employee to continue working. In such event, such permission shall be given as soon as practicable. In this connection, the Employer will not abuse its power to delay an Employee stopping work for any reason related to the investigation and settlement of a grievance. During the steward's absence from his work, the Employer may use a supervisor to perform the work. The Employer and Union agree to schedule grievance meetings and negotiations, if possible, during the steward's off shift hours.

ARTICLE V

DISCIPLINE AND DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employee having the right to protest such action through the grievance procedure. The causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action include, but are not limited to drunkenness, dishonesty, insubordination or violation of any reasonable published work rules established by the Employer.

ARTICLE VI

GRIEVANCES AND ARBITRATION

Section 1

A grievance is defined as a dispute or complaint with respect to an alleged violation or with respect to the interpretation of this Agreement, and during the term of this Agreement

shall be settled in accordance with the procedures herein provided:

- A. STEP ONE. An employee having a grievance shall within three (3) working days of its occurrence present it orally to his foreman. If it is not settled orally, the steward shall reduce it to writing, stating the grievance and remedy desired. The aggrieved employee shall sign the grievance and it shall be submitted to the Employer within five (5) working days from its occurrence.

- B. STEP TWO. The Union Representative shall meet with the Employer Representative to discuss the grievance within five (5) working days after its written submission. The Employer shall give its decision in writing within five (5) working days of said meeting. If the grievance is not appealed to arbitration as provided in Section 3 below within five (5) working days after the Employer's decision, the grievance shall be considered settled on the basis of the Employer's last answer.

- C. STEP THREE. If the Employer's answer in Step 2 is not satisfactory, the Union must, within five (5) working days, notify the Employer in writing of its desire to arbitrate

the grievance. Arbitration shall be conducted by a person acceptable to the Employer and the Union. If the parties cannot agree upon the selection of an arbitrator within twenty (20) days after notice of intent to arbitrate is given by the Union, the Union will appeal to the American Arbitration Association for assistance in selection of an arbitrator and the case shall thereafter be conducted according to the rules of the American Arbitration Association then in effect.

Section 2

The arbitrator shall have authority only to settle disputes arising under the agreement concerning the interpretation and application of the Agreement to the facts of the particular dispute involved. The arbitrator shall have no power to add to, subtract from, or modify the Agreement.

Section 3

Either party may call any person, including employees, as a witness and shall be responsible for the expense of the witness it calls.

Section 4

The arbitrator's decision shall be final and binding upon all employees, the Employer and the Union.

Section 5

The fees and expenses of the arbitrator shall be paid equally

by each party.

ARTICLE VII

SENIORITY

Section 1

Employees shall be regarded as probationary employees for the first sixty (60) days of continuous employment. The lay-off or discharge of a probationary employee shall not be subject to the grievance and arbitration procedure.

Section 2

Probationary employees completing their probationary period shall acquire seniority from the date of their most recent hire.

Section 3

In the event of a lay-off, part-time employees shall be laid off first; if additional lay-offs are required, probationary employees shall then be laid off. Thereafter, employees shall be laid off on the basis of seniority, provided that the senior employees retained are currently qualified to perform the services required. Employees shall be recalled in the reverse order of their lay-off, provided that the Employer shall have no obligation to recall a probationary employee who has twelve (12) months or less of seniority at the time of his layoff.

Section 4

Except in case of an emergency, an employee shall be given five (5) working days' notice of a lay-off. Employees, leaving the employ of the Employer, shall notify the Employer five (5) working days prior to leaving the employ of the Employer. If an

employee fails to give such notice, he shall forfeit accrued benefits equivalent to the amount of notice which he is required to give to the Employer.

Section 5

An employee will lose his seniority for the following reasons:

- A. He resigns or retires;
- B. He is discharged for just cause;
- C. After a lay-off, he fails to return to work within three (3) working days after receipt of notice sent by registered mail or telegram, from the Employer to him requesting his return to work;
- D. He fails to report for work for three (3) consecutive working days without notifying the college;
- E. He fails to return to work within the time limits of a leave of absence or an extended leave of absence;
- F. He is laid off for a continuous period of twelve (12) calendar months;
- G. He makes a false statement which is material on his application for employment or on his application for a leave of absence.

Section 6

Employees transferred to a supervisory position shall maintain their seniority, but shall not accumulate additional seniority and, while in a supervisory capacity, shall not be governed by the terms of this Agreement.

Section 7

Employees who are incapacitated, either by accident or illness, shall suffer no loss of seniority in their position and, upon

recovery from such disability, if physically capable of performing the available work, shall replace the temporary employees occupying their former position, provided that the disability does not continue for more than three (3) months, and provided further, the Employer shall have the right to hire temporary employees, who shall not be governed by this contract, to fill the position of the disabled employee.

Section 8

The Employer agrees that senior employees will be given consideration in assignment of shifts. It is also recognized that for the ultimate job security of all employees, the exercise of preference for shifts should not impair the efficient operation of the College and therefore, seniority cannot be the sole determining factor, in the assignment of shifts.

If an employee's request is not honored, the Employer will provide the employee and the Union, in writing, the reasons for their refusal, and the employee shall have the right to grieve, but, in such event the Union shall bear the burden of establishing that the junior employee in question is capable of performing the work on the shift in question.

ARTICLE VIII

HOURS AND WORK WEEK

Section 1

The regularly scheduled work week for full time employees shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending 168 hours thereafter. This provision shall not be construed as

a guarantee of work.

Section 2

The normal work day for full time employees shall be eight (8) hours and employees shall be compensated on the basis of the calendar day on which their shift starts working.

Section 3

Overtime rates will be paid to full time employees 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, or for all time worked in excess of forty (40) hours in a work week. Double time shall be paid for all hours worked on the employee's seventh consecutive day of work for the Employer.
- B. There shall be no pyramiding of overtime permitted under this Agreement.

Section 4

Whenever a full time employee is required to return to work after the completion of his regularly scheduled working hours and after he has left the College, he shall receive pay for the actual time worked at the proper overtime rate or a minimum of four (4) hours pay at his straight time hourly rate, whichever is greater. This paragraph shall not apply to hours worked immediately prior to the starting time of any such employee's regularly scheduled shift.

Section 5

Any full time employee who reports for regular duty without being notified not to report, shall receive not less than four (4) hours work, or pay at the regular hourly rate, except in case

of labor dispute, or other conditions beyond the control of the Employer, such as any Act of God, fire, flood, storm, power failure or explosion. The Employer may use such employee receiving call-in pay at other work which may be available.

Section 6

No employee shall be compensated for any overtime worked by being granted time off in place thereof.

Section 7

Overtime shall be distributed as equally as possible among full time employees regularly performing the work in question, provided they are qualified to perform such work, and provided further, work schedules will not be changed to equalize overtime.

Section 8

A twenty (20%) cent per hour premium will be paid to full time employees covered by this Agreement for each hour worked, who are regularly scheduled to work on either the second shift or the third shift.

ARTICLE IX

CLASSIFICATION AND WAGES

Section 1.

The following hourly rates shall be paid during the term of this Agreement for the employees covered by this Agreement:

	<u>Effective 11/1/80</u>	<u>Effective 11/1/81</u>	<u>Effective 11/1/82</u>
Full Time Boiler Operator	6.95	7.58	8.19
Full Time Boiler Operator/Third Class	7.50	8.18	8.83
Part Time-Third Class	6.95	7.58	8.19
Part-Time Boiler Operator	6.33	6.90	7.45
Full Time Boiler Operator Trainee	6.00	6.54	7.06

Section 2

For purposes of this Agreement full time employees means employees regularly scheduled to work forty (40) or more hours per week; part-time employees means employees regularly scheduled to work less than forty (40) or more hours per week.

Section 3

In addition to the above rates, the Employer shall pay an employee designated as a leader a premium of fifteen (15¢) cents for all hours worked. The Employer has the sole right to determine the need for a leader, as well as the right to designate an employee as a leader.

Section 4

In the event the employer is required to employ a full time Third Class Steam and Refrigeration Engineer--or if a current employee becomes a certified third Class Steam and Refrigeration Engineer and is employed as such by the Employer on a full time basis, such employee shall thereafter receive the following wage rates:

<u>Effective 11/1/80</u>	<u>Effective 11/1/81</u>	<u>Effective 11/1/82</u>
\$7.50	\$ 8.18	\$8.83

ARTICLE X

HOLIDAYS

Section 1

Full time employees will be paid eight (8) hours pay at their regular straight-time hourly rate, exclusive of shift premium or overtime premium for New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, Good Friday and the employee's birthday, provided the employee has worked all of his scheduled straight-time hours on his last scheduled work day prior to and his next scheduled work day after such holiday.

Section 2

Full time 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 the regular holiday pay. Such employees who are required to work on any of the above-named holidays and then fails to do so without reasonable cause shall not receive pay for the holiday.

Section 3

When any of the above enumerated holidays fall on Sunday and the day following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday.

Section 4

Full time employees who have been laid off in a reduction of force, or who have entered military service, or who have gone on sick leave during the work week in which the holiday falls, shall receive pay for such holiday.

Section 5

When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during the regularly scheduled work week because of such vacation, he shall be paid for such holiday.

ARTICLE XI

VACATION

Section 1

Each full time employee who has at least one (1) year of service with the Employer shall, after completion of his first full year of service and subsequent full year of service in permanent full time status, be entitled to an annual vacation with pay during the next ensuing year of his employment, as hereinafter provided. His vacation pay shall be based upon his straight-time hourly rate, exclusive of premiums of any sort whatsoever, in effect at his anniversary date. A full year of service in permanent full time status means and requires that an employee must actually have been paid for at least 1,800 hours in such status as a permanent full time employee. If a temporary employee is given permanent full time employment, his service for the purpose of these vacation pay provisions shall be deemed to start at the commencement of his employment on a full time basis.

Section 2(a)

Vacation benefits, based on a full year of permanent full time service, shall be as follows:

<u>After Years of Service</u>	<u>Vacation</u>	<u>Vacation Pay</u>
1 but less than 2	1 Calendar week	40 hours straight-time
2 but less than 7	2 Calendar weeks	80 hours straight-time
7 but less than 15	3 Calendar weeks	120 hours straight-time
15 years and over	4 Calendar weeks	160 hours straight-time

Section 3

Vacation time is not cumulative. A vacation must be taken within the twelve (12) month period following an employee's anniversary date of employment, otherwise it shall be deemed to be waived, unless deferred at the request of the Employer.

Section 4

After completion of the first year of service, an eligible employee who fails to qualify for a full vacation, or terminates his employment or is on a leave of absence, shall receive a pro-rated amount determined by multiplying the amount of vacation pay which he would have been entitled to by the percentage which the number of hours worked bears to 1,800 hours; provided, however, no accrued vacation benefits will be paid unless the employee gives the Employer five (5) working days notice of his intention to terminate.

Section 5

As far as possible, vacations will be granted at the time most desired by employees, according to seniority, but the final right

to the allotment of vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the College.

ARTICLE XII

INSURANCE

Section 1

The Employer shall provide the following insurance benefits for each full time employee:

- A. Fully paid Blue Cross-Blue Shield MVF-1, Rider D, ward coverage for the employee, his spouse, and his dependent children under the age of 18; such insurance shall contain a non-duplication of coverage clause;
- B. Continuation of the present decreasing term life insurance; the minimum amount of such insurance shall be \$3,000 and effective 11/1/78, the minimum amount shall be increased to \$3,500.
- C. The Employer shall also provide for a full time employee who has attained the age of 65 and is receiving Medicare, Blue Cross-Blue Shield 65. The Employer shall provide such supplemental coverage starting with the month in which the employee attains age 65 and qualifies for Medicare and such coverage shall cease at the end of the month in which the employee dies.

Section 2

For each full time employee who has completed his probationary period and is on lay-off or on leave of absence for a reason other than a workmen's compensation injury, the Employer shall continue to provide the insurance specified in sub-sections 1 (A) and 1 (B) of this Article for a period beginning on the day the lay-off or leave of absence begins and ending on the last day of the month in which the lay-off or leave of absence begins. For each full time employee who has completed his probationary period and is on leave of absence because of a workmen's compensation injury, the Employer shall continue to provide the insurance specified in sub-sections 1 (A) and 1 (B) of this Article for a period beginning on the day such leave of absence begins and ending on the last day of the twelve (12) month period following the month during which such leave of absence begins.

Section 3

A full time employee who has completed his probationary period and who has been laid off or is on leave and whose insurance coverage as provided in Section 2 is to be terminated may, subject to the conditions set forth in the remainder of this paragraph, elect to continue the insurance coverage specified in sub-sections 1 (A) and 1 (B) of this Article as part of the College's group until such employee's seniority is terminated, or he is recalled or otherwise returns to work or he begins to work for another employer. Each election shall be made in writing upon commencement of the leave or lay-off and shall be delivered to the Employer before it is effective. The full cost of such insurance shall be paid each month by

the employee to the Employer not later than the fifteenth (15th) day of the month immediately preceding the month for which such payment is required.

ARTICLE XIII

PENSION PLAN

Section 1

The Employer agrees to be bound for its full time employees by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement.

Section 2

The Employer irrevocably designates as his representative among the Trustees of said Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successor selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

Section 3

The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for each hour worked, up to a maximum of forty (40) hours per week per employee to be covered, for each full time employee who has completed his probationary period the following amounts:

Effective 11/1/74 -- 20¢ per hour up to maximum of forty (40) hours
Effective 11/1/75 -- 25¢ per hour up to maximum of forty (40) hours
Effective 11/1/80 -- 30¢ per hour up to maximum of forty (40) hours

ARTICLE XIV
FUNERAL LEAVE

Section 1

Full time employees covered by this Agreement shall be granted time off not to exceed three (3) working days, with pay for actual time lost to attend the funeral of a member of the employee's immediate family which, for purposes of this provision, means: spouse, children, parents, mother-in-law, father-in-law, employee's legal brother and sister, and employee's grandparents.

Section 2

Additional time off without pay may be granted for necessary time to travel to distant states for funeral services for a member of the employee's immediate family.

ARTICLE XV
SICK LEAVE

Section 1

Full time employees covered by this Agreement will be entitled to one day of sick leave per month after completion of 12 months of employment, the rate of pay for such day shall be computed at the employee's current straight-time rate, exclusive of premiums, when credit is earned.

Section 2

Sick leave shall be granted to full time employees when they are incapacitated from the performance of their duties, by sickness, pregnancy, injury or for medical, dental, or optical

examination or treatment. Sick leave shall also be granted when through exposure to contagious disease, the presence of the employee at his employment position would jeopardize the health of others.

Section 3

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

Section 4

An employee's sick leave days may be banked without limit. Subject to the provisions of Article VII, Section 4, an employee shall receive payment for all unused sick leave days upon termination of employment for any reason. On the death of the employee unused sick leave days and any payment for the same shall be made to the estate of the deceased. Payment on either termination or death shall be based upon the rate in effect at the time said days were earned.

ARTICLE XVI

SUBCONTRACTING

Section 1

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be exercised so as to result in the direct lay-off of full time bargaining unit employees.

ARTICLE XVII

JURISDICTION

Section 1

Employees of the Employer not covered by the terms of this Agreement, if permitted by City Code, may temporarily perform work regularly performed by employees covered by this Agreement in cases of emergency, including situations when a sufficient number of regular employees are not available, in the instruction or training of employees, in the performance of experimental work, or when temporary difficulties are encountered, when the skills necessary to do the available work is not possessed by the bargaining unit employee.

ARTICLE XVIII

MANAGEMENT RIGHTS

Section 1

All management rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to, the full and exclusive control of the management of the College, the supervision of all operations, the methods, process and means to perform any and all work, the control of the property and the composition, assignment, direction and determination of the size of the working forces, the right to determine the work to be done by employees in the unit, and the right to change or introduce new or improved

operations, methods, means, facilities; the Employer shall also have the right to hire, promote, transfer, or to suspend, discharge or demote for just cause, subject, however, to the employee's right to bring a grievance if any specific provision of this Agreement is violated by the exercise of such management functions.

ARTICLE XIX

PROHIBITION ON STRIKES AND LOCKOUTS

Section 1

During the term of this Agreement, the Employer will not lock out, and the Union will not cause or authorize its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in or any other kind of strike, including sympathy strikes, secondary boycotts or jurisdictional strikes, or other interference, or any other stoppage, total or partial, of service in the Employer's facilities.

Section 2

In the case of any strike, slowdown, or other suspension of work not authorized by the Union, its officers or agents, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers or agents, to be liable for damages; provided that the Union complies fully with the following:

- A. The Union's obligation to take action shall commence immediately upon receipt of notice from the Employer that a violation has occurred.

B. Immediately upon receipt of such notice, the responsible Union representative shall immediately talk with those employees responsible for or participating in such violation, stating to them that:

- (1) Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- (2) The Union will not oppose their discharge or discipline.
- (3) The Union has not authorized the strike, slowdown or suspension of work and does not approve or condone it.
- (4) The Union positively instructs the employees to immediately return to their respective positions.

ARTICLE XX

MILITARY SERVICE

Section 1

Any employee who enters any branch of the Armed Forces of the United States shall be entitled to reinstatement with the Employer in accordance with the terms of the Selective Training and Service Act, as amended, provided he complies with the terms thereof.

ARTICLE XXI

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 con-

tained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2

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

ARTICLE XXII

TERMINATION AND MODIFICATION

Section 1

This Agreement shall continue in full force and effect until October 31, 1983.

Section 2

If either party desires to terminate this Agreement it shall sixty (60) 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, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60)

days written notice prior to the current year of termination.

Section 3

If either party desires to modify or change this Agreement it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

Section 4

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Avenue., Detroit, Michigan 48227, and if addressed to Marygrove College, 8425 West McNichols, Detroit, Michigan, 48221 or to any other such address the Union or the Employer may make available to each other.

Section 5

The effective date of this Agreement is November 1, 1980.

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

MARYGROVE COLLEGE

William J. Coleman
Treasurer

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LCOAL 547, AFL-CIO

Robert B. Ross
Business Manager

Richard Gimmel
President

Philip Gehlman
Recording-Corresponding Secretary

