

6/30/88

Mason Consolidated Schools
Office of Superintendent
Erie, Mich. 48133

MASON CONSOLIDATED SCHOOLS
ERIE, MICHIGAN 48133

CUSTODIAL AGREEMENT
1977-1980

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Mason Consolidated Schools

A G R E E M E N T

between

THE MASON CONSOLIDATED SCHOOLS, hereinafter referred to as the "Employer",

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547, 547A, 547B and 547C, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

PURPOSE

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

ARTICLE II

UNION RECOGNITION, AGENCY SHOP, CHECK OFF

SECTION 1. UNION RECOGNITION

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

(b) The term "employee" as used herein shall include all Maintenance Men, Bus Mechanics and Custodial employees of the Employer.

SECTION 2. AGENCY SHOP

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within sixty (60) calendar days of the effective date of this Agreement or within sixty (60) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall within sixty (60) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Section so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.

(c) The Employer shall be notified in writing, by the Union of any employee who is sixty (60) calendar days in arrears in payment of membership dues (or fees).

(d) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employees.

(e) 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.

(f) Either party to the Agreement shall have the right to reopen negotiations pertaining to Agency Shop when the laws applicable thereto have been changed by giving the other party thirty (30) calendar days written notice.

(g) In the event the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the service charge in an amount equal to the regular monthly union membership dues.

(h) All costs to uphold the Union Security Clause as administered by the school district shall be paid in full by the Union.

SECTION 3. CHECK-OFF

(a) The Union shall submit to the Employer a statement of the amounts due to the Union by each employee for the initiation fee and Union dues. The Employer shall then deduct the amount due from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (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, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE III NON-DISCRIMINATION

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

ARTICLE IV RIGHTS OF THE BOARD OF EDUCATION

(a) "The Board", on its 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 of and the Constitution of the State of Michigan and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and 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 assignments of employees covered under this Agreement. The exercise of the foregoing powers, rights, authority, duties, 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 the 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 affect salaries, fringe benefits, and other terms and conditions of employment, if such changes do not conflict with the express terms of this agreement.

ARTICLE V
VISITATION

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) 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. The Superintendent or his designated representative shall accompany the Union Officer on his visit.

ARTICLE VI
STEWARDS

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

(b) Arrangements may be made to allow the Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings, after arrangements have been made with the Superintendent.

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

ARTICLE VII
SAFETY PRACTICES

The Employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the Occupational Safety and Health Act, State and Local regulations.

ARTICLE VIII
JURISDICTION

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

ARTICLE IX
CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members nor shall it result in the reduction of the present work force as outlined in schedule nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

ARTICLE X

SENIORITY

(a) A newly hired employee shall be on a probationary status for sixty (60) calendar days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) 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 sixty (60) 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.

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

(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 in a lower series classification, provided the senior employee is qualified to hold the position held by the lesser seniority employee. 76/77

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

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

(e) Seniority shall continue within the bargaining unit to accumulate for an employee who is transferred to a supervisory position, with the supervisory employee having no recourse to the terms of this Agreement except in the event of lay off, he shall have the right to exercise his seniority within the bargaining unit if he previously was in a classification covered by this Agreement.

(f) An agreed upon seniority list shall be made available to each employee covered by this Agreement on or about July 1st 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

TRANSFERS 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) working days in which to make application 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 shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher. The employee with the highest seniority, who desires such temporary transfer shall be first given the opportunity to make such temporary transfer. The employer shall then continue to go down the entire seniority list, until an employee indicates that they wish to be temporarily transferred. In the event that the employees do not desire the temporary transfer, the Employer then may temporarily transfer the least seniority employee who is qualified to the temporary vacancy. 76/77

(c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of

the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period the position shall then be considered an open position and posted for bidding from interested employees.

ARTICLE XII
NEW JOBS

(a) When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

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 himself 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 as follows: drunkenness, moral turpitude, dishonesty, insubordination or willfull violation of agreed upon Employer's rules.

ARTICLE XIV
LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted any 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 therefore and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence without pay may 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.

(c) Leaves of absence without pay may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

(d) Whenever an employee becomes pregnant, she shall by the end of her fourth (4th) month, furnish the Employer with a certificate from her physician stating the approxi-

mate of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence without pay. 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, with that employee who is not able to return to work not being allowed to accumulate seniority after the three (3) month period. If the leave of absence has been properly applied for in the manner stated herein, there will be no loss of seniority for the period of time covered by the leave of absence.

(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, and such employee shall be entitled to one (1) enlistment.

(f) Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard 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.

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

(h) 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. An employee who meets all of the requirements as hereinbefore specified shall accumulate seniority during the leave of absence and shall be entitled to resume his regular seniority status and all job and recall rights. 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. An employee found to be working for another Employer during an approved leave of absence shall be subject to discharge.

ARTICLE XV GRIEVANCE PROCEDURE

Definitions

(a) A Grievance shall be an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

(b) The time elements in the steps can be shortened or extended upon written mutual agreement between the parties.

(c) For the purpose of processing grievances working days shall be defined as Monday through Friday, excluding all paid holidays.

(d) Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.

(e) A grievance pertaining to alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure, upon the employee having discussed the grievance orally with the immediate supervisor. 76/77

(f) Any employee grievance or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the date of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One

(a) Any employee having a grievance shall discuss the grievance informally with his immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.

(b) The Steward then may submit the grievance in writing to his immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and Steward shall sign the grievance.

Step Two

(a) The immediate supervisor shall then within two (2) working days, meet with the Steward to discuss the grievance.

(b) The immediate supervisor shall then give his decision in writing relative to the grievance within five (5) working days of his meeting with the Steward.

Step Three

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

(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 Four

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

(b) The Board of Education shall give a decision in writing relative to the grievance within ten (10) working days of the Business Representative's meeting with the Board of Education.

Step Five

(a) If the Union so requests, the Board of Education 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 recourse to normal mediation provided by Michigan State Law.

Section 2

In the event that compulsory arbitration is granted to the Teachers Group by the Board of Education during the life of this Agreement, it shall also be included in this Agreement on the same date as granted to the education association.

ARTICLE XVI 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.

(b) The normal work day shall be eight (8) hours plus a 1/2 hour unpaid lunch period.

(c) There shall be no change in the present employees work schedule except by mutual agreement between the parties.

Section 2

(a) Overtime rates will be paid as follows:

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

2. Time and one-half (1½) will be paid for all hours worked on Saturday.

3. Double time will be paid for all hours worked on Sunday. 76/77

Section 3 - Call Back

Whenever an employee is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate or a minimum of two (2) hours pay at his straight time hourly rate for each call, whichever is greater.

Section 4 - Rest Periods

(a) Rest or refreshment periods, or breaks shall not exceed fifteen (15) minutes per four (4) hours worked and such periods shall be confined to the premises. (77/78)

(b) Reporting Pay - Any employee called to work or permitted to come to work without being notified that there will be no work, shall receive a minimum of four (4) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay. 76/77

Section 5 - 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.

Section 6 - Shift Differential

Each employee covered by this Agreement who is regularly scheduled to work between 12:00 midnight and 8:00 a.m. shall receive a shift differential of fifteen (15¢) cents per hour for all hours worked.

Section 7 - Michigan Public School Employees Retirement Fund

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for the Employees covered by this Agreement. 75/76

ARTICLE XVII SICK LEAVE AND FUNERAL LEAVE

Section 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 limit of 150 days accumulation. (75/76)

In addition any business days, (2) which are not used during the year may be applied to your accumulated sick leave at the end of the year. The combination of regular sick leave and applied business days may ~~be~~ **NOT** exceed 160 days. (77/78)

Section 2

(a) Sick leave shall be granted to an employee for personal illness or injury and/or serious illness in the immediate family of the employee. "Immediate family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparents, or any other member of the family who is a resident of the household in which the employee is residing.

(b) Records of sick leave accumulated and taken shall be made available to the employee or the Union upon request.

Section 3- Funeral Leave

(a) All employees shall be granted three (3) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee:

- | | |
|---------------------|----------------------------------|
| 1. Husband or wife | 4. Sister or brother |
| 2. Father or mother | 5. Father or mother-in-law |
| 3. Son or daughter | 6. Grandparents or grandchildren |

(b) Two (2) additional days will be given with pay at the discretion of the Superintendent of Schools.

(c) Employees may be granted time off with pay to attend funerals of non-family members at the discretion of the Superintendent of Schools to be deducted from sick leave.

Section 4 - Personal Business Days

Each employee covered by this Agreement shall be granted two (2) personal business days per year, for business that cannot be done on the employees own time.

ARTICLE XVIII
HOLIDAYS

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

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day following Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor 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 on any of the above named holidays, he shall receive ~~only~~ normal days pay for the holiday, or he shall be entitled to an additional day off with pay for the holiday.

(d) 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

The Employer shall pay the total cost of the hospitalization insurance for the employees and shall pay the additional cost for those employees who carry such insurance for their dependents. (Blue Cross-Blue Shield, Master Medical MVF-1 plan, Semi-private.)

ARTICLE XX
VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive two (2) weeks of vacation with pay: five (5) years of service three (3) weeks with pay: ten (10) years of service four (4) weeks vacation with pay.

(b) To be eligible for a full vacation an employee must have worked eighty (80%) percent of his regularly scheduled working hours. An employee who works less than eighty (80%) percent of his regularly scheduled working hours shall receive prorated vacation allowance based on his actual hours worked.

(c) Employees may take their vacation during times other than when school is not in session, providing the Employer is able to find a replacement for such employee or cover the job in a satisfactory manner, with the approval of the immediate supervisor.

(d) An employee may upon request to the Employer receive a portion of all of his allocated vacation time in a cash payment instead of receiving the time off for such vacation if approved by the Superintendent of Schools.

(e) 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.

ARTICLE XXI
JURY DUTY

Employees requested to appear for jury qualification or service shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of thirty (30) days, ~~of~~

the Employer is unable to secure the employee's waiver from jury duty. This clause covers only day time employees.

ARTICLE XXII
BENEFITS

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

ARTICLE XXIII
CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto and made a part hereof by reference.

ARTICLE XXIV
BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXV
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained 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

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 XXVI
TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until June 30, 1980.

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

(c) The economic features of this Agreement may be reopened for further negotiations each year by either party giving the other party at least ninety (90) calendar days written notice of the desire and intention to re-open and renegotiate 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) calendar days prior to the anniversary date of this Agreement. In the event no notice is given of the intention to re-open then, all of the features of said Agreement shall be automatically renewed for an additional year or until the termination date of this Agreement as hereinbefore provided. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, The International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Ave., Detroit, Michigan 48227 and if to the Employer, addressed to the Mason Consolidated Schools, Route 151, Erie, Michigan 48133, Attention: Superintendent's Office.

(e) The effective date of this Agreement is July 1, 1977.

ARTICLE XXVII
ADDITIONAL BENEFITS

(a) Uniforms - The Employer shall furnish three (3) suits of coveralls to the maintenance men and the bus mechanic. 74/75

(b) Mileage - The Employer shall pay 13¢ per mile to the maintenance men for using their private vehicle for school business. 74/75

SCHEDULE A

Effective July 1, 1977

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Head Maintenance	\$5.34	\$5.50
Maintenance	4.81	5.07
Bus Mechanic	4.86	5.12
Grounds Maintenance (Pool)	4.57	4.82
Custodian Grade I	4.62	4.88
Custodian Grade II	4.47	4.72
Utility Custodian	4.47	4.72

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

THE MASON CONSOLIDATED SCHOOLS
BOARD OF EDUCATION

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

President

Business Manager

Secretary

President

Superintendent

Secretary