

6/30/75

J. S. U.

Collective Bargaining Agreement



BY AND BETWEEN

International Union of Operating Engineers
Local 547 A, B & C — AFL-CIO

AND

*Akron - Fairgrove
Schools*

Akron - Fairgrove Schools

*Local #547 I.U.O.E.
13020 Puritan Ave.
Detroit, Michigan
48227*

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A G R E E M E N T

Between

Akron Fairgrove 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 Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

UNION RECOGNITION, AGENCY SHOP: CHECK OFF

Section 1. Union Recognition.

(a) The Employer herein recognizes the Union as the sole and exclusive 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 all Building Engineers Custodial-Maintenance and Bus Mechanics employees of the Employer.

Section 2. Agency Shop

(a) It shall be a condition of employment that all employees of the Board covered by this Agreement:

1. Become members of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board; or
2. Pay to the Union a monthly (Service Charge) of a sum equivalent to the monthly dues of the Union on or before the thirty-first (31st) day following the beginning of their employment with the Board.

(b) Employees who elect not to be a member of the Union may comply with this Article by signing an Authorization for Deduction of Service Charge form.

(c) The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article.

For purposes of this contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.

(d) In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.

(e) Either party to this Agreement shall have the right to re-open negotiations pertaining to the provisions of this Article if provisions of this article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.

(f) The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article and within thirty-one (31) days of the receipt of such notice the Board shall terminate the employment of such employee. Such termination shall not be subject to the grievance procedure.

The Union shall hold the Board harmless from any financial liability that might result from damages or back pay awarded to any employee, who may be terminated in accordance with this Article and who later contests the agency shop provisions of this Article; providing that the Board has notified the Union within seven (7) days of receipt of such a formal written complaint from an employee contesting such discontinuance of employment.

CHECK-OFF

Section 3.

(a) The Board shall have no responsibility for the collection of initiation fees, membership dues, and special assessments or any other deductions not in accordance with this provision.

(b) A properly executed authorization form for check-off of dues or the service charge must be received by the Board from the employee for whom the Union membership dues or the service charge is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off or Service Charge forms have been properly executed and are in effect.

Any such forms which are incomplete or in error will be promptly returned to the Union or employee depending upon where it came from for correction.

(c) Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted in two (2) equal installments from the first two pays of the month and each month thereafter throughout the term of this Agreement.

(d) Such dues or service fee as deducted shall be forwarded to the Union forthwith, but in no event later than the 15th day of the month following the month in which deductions are made.

(e) An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he is no longer a member of the bargaining unit. Local 547 will be notified by the Board or its designated representative of the names of such employees.

(f) The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

(g) Any dispute arising as to any employee's membership in the Union shall be reviewed by a designated representative of the Board and a representative of the Union, and if not resolved may be referred to the Grievance Procedure; however, the employee may be retained at work while the dispute is being resolved.

ARTICLE III

NO STRIKE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school systems. Failure or refusal on the part of any employee to comply with this article shall be cause for immediate dismissal.

ARTICLE IV

BOARD RIGHTS

(a) The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but not limited to 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.
2. To hire all employees and subject to the provisions of 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.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use or judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws of the Constitution of the United States and the State of Michigan.

(c) The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE V

NON-DISCRIMINATION

The Board 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 re-affirm by this Agreement the commitment not to discriminate against any person or persons

because of race, creed, color, religion, national origin, or sex.

ARTICLE VI

STEWARDS

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

(b) Reasonable arrangements will be made to allow the Chief Steward time off without loss of time or pay for the purposes of investigating grievances and to attend grievances and negotiating meetings.

ARTICLE VII

VISITATION

(a) 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.

ARTICLE VIII

TRANSFERS AND PROMOTIONAL PROCEDURES

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one pay period from date of vacancy, and the employees shall be given five (5) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position provided, he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Any employee temporarily transferred 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.

(c) Temporary transfers shall be for a period of no longer than thirty (30) days of temporary transfer (except extensions by agreement) shall be considered an open position and be posted.

ARTICLE IX

SENIORITY

1. Employees shall be regarded as probationary employees for the first ninety (90) days of active employment of which sixty (60) must occur while school is in session. Lay-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
2. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.
3. 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, provided, the senior employee is qualified to hold the position held by the least senior employee.
4. An employee will lose his seniority for the following reasons:
 - (a) He resigns.
 - (b) He is discharged for cause.
5. 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 not to exceed one year, shall not accumulate seniority during his leave of absence and at the end of such leave shall be entitled to resume his regular seniority status and all job and recall rights.
6. Seniority shall be retained but not to accumulate for an employee who is transferred to a supervisory position.
7. 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 X

NEW JOBS

(a) The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification, the Employer has the right to develop and establish such new or revised job descriptions, specification and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Employer shall establish the job description.

(b) The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

ARTICLE XI

DISCIPLINE DISCHARGE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of agreed upon rules.

ARTICLE XII

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 instructional training, experimentation or in cases of emergency.

ARTICLE XIII

CONTRACTUAL WORK

(a) 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 A, nor in the event of extension of service shall it be used to avoid the performance of work covered under-

this Agreement. In the event the Employer is unable to hire employees in the classification covered by this Agreement, this clause shall not prevent the filling of such vacancies by contracting or subcontracting.

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 shall be given a leave of absence without pay and without loss of seniority and for the duration of such disability, but not to exceed the length of his seniority, or for years, which is the least, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate as often as requested 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 shall be granted for reasonable periods not to exceed one year 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 shall be granted for reasonable periods not to exceed one year of time for training related to an employee's regular duties in an approved educational institution.

(d) An employee shall be granted a pregnancy leave of absence, which shall not exceed nine (9) months, and in such case the employee shall immediately notify the Employer of the pregnancy. The Employer then may request periodic verification of the health of the employee in relation to the performance of the employee's normal job duties. When the medical verification of the physician would not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy with all job and recall rights.

(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.

(f) Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

(g) All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

Step One.

- A. An employee having a grievance shall present it orally to his supervisor.
- B. If the grievance is not settled orally, the employee, within twenty-four (24) hours, may request the supervisor to call the steward.

Step Two.

- A. The steward shall reduce the grievance to writing and indicate the alleged contract violation and remedy desired.
- B. The aggrieved employee and his supervisor shall sign the grievance.
- C. The grievance shall be submitted to the Building Principal within five (5) working days from the date of Step One, A, above.

Step Three.

- A. The steward shall meet with the Building Principal to discuss the grievance within five (5) days of its written submission to the Building Principal.
- B. The Building Principal shall give his decision in writing within ten (10) working days from the date of his meeting with the steward.

Step Four.

- A. Any appeal of a decision rendered by the Building Principal shall be presented

to the Superintendent of Schools within five (5) working days and the Superintendent 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 Building Principal was not satisfactory. The Superintendent shall issue his decision in writing to the Union within five days of the meeting between the Superintendent and the Union Representative.

Step Five

Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within five (5) working days and the Board or its Committee 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 was not satisfactory. The Board shall issue a decision in writing to the Union within five days of the meeting between the Board and the Business Representative.

Step Six

If in the event a grievance is not satisfactorily settled at the above step within fifteen (15) days of such decision, either party may submit the grievance to advisory arbitration or by mutual agreement to binding arbitration. If in the event the parties are unable to agree on an arbitrator within seven (7) working days from the date of appeal, the appealing party may submit within fourteen (14) working days from the date of appeal the grievance to the American Arbitration Association for selection of an arbitrator in accordance with their rules. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the terms of this agreement or any written amendments hereof or supplements hereto or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto or to assume any of their functions or responsibilities. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the

grievance and all documents relating thereto to the parties without decision. The cost of the arbitrator under this paragraph shall be divided equally between the Board and the Union.

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

- A. The regularly scheduled work week shall begin at 12:01 A.M. Monday and end one hundred sixty-eight (168) hours thereafter.
- B. The normal work week shall consist of forty (40) hours thereafter.
- C. The normal work day shall be eight (8) consecutive hours.

Section 2.

- A. Overtime rates will be paid as follows:
 1. Time and one-half 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. 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 his regular rate or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

Employees shall not refuse emergency maintenance or cleaning call-in's. Coverage of scheduled events involving call-in's shall be arranged by mutual agreement of the men in the building. If agreement cannot be reached, the lowest seniority employee in the building shall be assigned except where a higher seniority employee desires the assignment.

Section 3. Distribution of Overtime.

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

Section 4. Shift Differential.

A. Employees, who are regularly scheduled for four or more hour of work between the hours of 4:00 p.m. and 12 midnight, will receive a shift differential of four (4%) per cent for all hours worked that day. Employees who are scheduled for four or more hours of work between twelve midnight and 8:00 a.m. shall receive a shift differential of six (6%) per cent for the eight (8) hours worked that day.

Section 5. Rest Periods.

A. All employees covered by this agreement shall receive one (1) fifteen (15) minute paid rest period during the first four (4) hours of work; and one (1) fifteen paid minute rest period during the second four (4) hours of work at a time designated by the Building Engineer.

B. All employees covered by this Agreement shall receive a one half ($\frac{1}{2}$) hour paid lunch period to be taken at a time designated by the Building Engineer, but shall not leave the premises and shall remain on call if needed during said lunch period.

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 twelve (12) days per year to a total accumulation of one hundred and eighty (180) days.

Section 2.

Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Sick leave not to exceed five (5) days shall also be granted when a member of the immediate family of the employee is ill and requires the care and attendance of the employee, or when through exposure to contagious disease, the presence of the employee at his employment position would jeopardise the health of others.

Section 3.

A. All employees shall be granted three (3) working days off with pay for a death in the employees immediate family. The immediate family shall include spouse, children and parents.

B. Employees shall be granted one (1) day off with pay, to attend funerals of grandparents, brother, brother-in-laws, sister, sister-in-laws, mother-in-laws and father-in-laws. When the employee has the responsibility for making funeral arrangements for the above he shall be granted an additional two days off with pay.

C. Employees shall be allowed two (2) personnel business days per year deductible from their sick leave bank.

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

ARTICLE XVIII

HOLIDAYS

1. The Employer will pay eight (8) hours pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving and The Day After Thanksgiving

Christmas Eve Day

Christmas

Good Friday

2. 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.

3. 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.

4. 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 except when ~~has~~ works on the holiday.

5. If the scheduled Holiday falls on a Saturday or Sunday, the Board shall have the right to observe the Friday prior to the Holiday or the Monday following the

Holiday as the scheduled Holiday off with pay or; another day mutually agreeable between the Board and the Union.

ARTICLE XIX

HOSPITALIZATION

The Employer shall pay the full cost of hospitalization insurance (MVF 1) with Master Medical Rider for each employee and their dependents.

ARTICLE XX

TOOL ALLOWANCE

The Employer shall pay \$350 per year to the Bus Mechanic, with such allowance to be used by the Bus Mechanic for the purchasing and maintenance of the tools needed in relation to the servicing and maintaining of the Buses of the School System. Upon the termination of the present B.M. this clause shall be subject to re-negotiation.

ARTICLE XXI

VACATIONS

All employees covered by this Agreement, who have completed one year of service shall receive one week's vacation with pay; after two years of service said employee shall receive two (2) week's vacation with pay and after seven (7) years three weeks vacation with pay.

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

Upon approval of the Superintendent and providing a qualified substitute is available, a employee may take three (3) days off without pay during the school year to be used for vacation purposes.

Employees terminating employment failing to qualify for full vacation or on a leave of absence shall receive pro-rata vacation allowance based upon 1/12 anniversary date and his termination date.

ARTICLE XXII

JURY DUTY

A. Each employee shall be entitled to a maximum of thirty (30) days for the purpose of serving jury duty.

B. The employee must make every effort to be re-assigned to a time not in conflict with his regular working hours, or be excused from service, and the Board shall have the right to request that the employee be excused.

C. In the event the employee does not serve for a full working day on jury duty, he shall be required to return to his regular job and complete his regularly assigned hours.

D. The employee shall be reimbursed the difference between jury duty pay and his straight time pay for his regularly scheduled hours for each day of jury duty service up to a maximum of thirty (30) days as provided in Section A above.

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

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 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 of and conditions herein.

Section 3.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XXV

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI

TERMINATION AND MODIFICATION

A. This Agreement shall continue in full force and effect until JUNE 30, 1975.

B. 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.

C. 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 the 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 other terms of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, International Union of Operating Engineers, Local 547, AFL-CIO, 13020 Puritan Ave., Detroit, Michigan 48227 and if to the Employer addressed to Alron Fairgrove Schools, or to any other such address the Union or the Employer may make available to each other.

E. The effective date of this Agreement is July 1, 1974.

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

AKRON FAIRGROVE SCHOOLS

Franklin Turner

Bernard Ogilvie

Bethalyn Luwell

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 547, AFL-CIO

Robert B. Ross
Business Manager

Richard Gammell
President

J. B. Jordan
Recording Secretary

SCHEDULE A
WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u> <u>Effective July 1, 1974</u>
Bus Mechanic	\$4.47
Building Engineer	4.47
Custodian-Maintenance	4.02

Note: Substitute and part-time employees will receive forty (40¢) cents less per hour than the contract rate.