

7-1-72 to 6-30-75

AGREEMENT

between

THE SHEPHERD PUBLIC 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".

Shepherd

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employee 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, UNION SECURITY; 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 rate of pay, wages, hours of employment and other conditions of employment.

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

Section 2. Union Security.

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

*I.U.O.E.
13020 Puritan
Detroit 48227*

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

(b) Joining the Union or contributing to the Social Welfare Fund shall be a required condition of employment for all permanent employees covered by this Agreement.

(c) If the Union refuses to accept any person eligible for permanent employment, as a member, said person may continue in employment, providing his work is satisfactory to the Employer, by contributing to the Social Welfare Fund in the manner previously mentioned.

(d) Monies of the Social Welfare Fund will be placed in a separate account of the Employer and will be disbursed as a committee composed of two (2) Union personnel and two (2) representatives of the Employer whom they deem advisable at such time as either party may desire. Monies of the Social Welfare Fund will not be disbursed to the Employer or the Union.

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

Section 3. Check Off.

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

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

ARTICLE III

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 own behalf and on behalf of the electors of the District, hereby retains and reserves unto, itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan of 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 property and facilities, and the activities of its employees during the school day of employment.
2. To hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, for such employees.
3. To determine work load, hours of employment and the duties and responsibilities, and assignment of employees covered under this Agreement.

(b) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are not in conflict with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of the United States.

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

ARTICLE V

VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted into the building of the school system during working hours for the purposes 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 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 and shall be made known to the Employer.

(b) Mutual arrangements will 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 his Supervisor.

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

ARTICLE VII

SAFETY PRACTICES

(a) The Employer and the employee will take reasonable measures in order to prevent and eliminate any or potential job hazards which the employees may encounter at their places of work, which are not recognized as a part of the employee's normal job.

(b) The employee will notify the Employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Employer upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition if, in the Employer's investigation, the alleged unsafe condition is found to be a hazard to the employee.

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, provided the Maintenance Supervisor may perform such duties which he has normally performed in the past.

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 purposes of undermining the Union nor to discriminate against any of its members, nor shall the use of contracting result

In the reduction of the present work force as is now in effect, nor in the event of the extension of services shall contracting 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 Ninety (90) calendar days with a Sixty (60) calendar day extension option by mutual agreement between the Employer and the Union. Such days shall be taken from and include the first day of employment. If at any time prior to the completion of the Ninety (90) calendar day probationary period the employee's work performance is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first Ninety (90) calendar days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.

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

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

1. He resigns and/or retires.
2. He is discharged for cause.

(d) Employees shall be laid off, recalled or demoted according to their seniority in their classification. An employee on scheduled lay off shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee provided, the senior employee is qualified to hold the position held by the least seniority employee.

(e) Seniority shall continue to accumulate within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit in the event that he vacates his supervisory position.

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

(g) Employees who do not fulfill the prescribed ninety (90) calendar days probationary period shall not have recourse to the terms of this Agreement.

ARTICLE XI

TRANSFER AND PROMOTIONAL PROCEDURE

(a) All job vacancies and newly created positions shall be posted on employee bulletin board within ten (10) working days pay period from the date of vacancy, and the employees shall be given five (5) working 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) In the event administration does not feel that it is desirable to place the highest seniority man in the open position, an evaluation meeting between representatives of the Union and administration will be held, in order to review the reasons why the administration does not want to place the highest seniority employee in the open position and arrive at a decision between the parties.

(c) An employee promoted to an open position shall serve on a probationary status for Thirty (30) calendar days. In the event the employee's work performance is unsatisfactory to the Employer or in the event the employee desires to return to his former position during the Thirty (30) calendar day time period, the employee shall be returned to his former position.

(d) Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

(e) 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 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 pay rate 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.

ARTICLE XIII

DISCIPLINARY DISCIPLINE

(a) When the Employer feels disciplinary action is warranted, such action must be taken within ten (10) working days of the date it is reasonable to assume that the Employer first became aware of the conditions giving rise to the discipline.

(b) An employee who is discharged or disciplined shall be given written notice specifying the reasons for the discharge or discipline. The Union shall be furnished a copy in writing of all such notices.

(c) Employees shall be subject to dismissal and/or disciplinary action for any of the following reasons: Dishonesty, insubordination, insubordination, conduct unbecoming any employee in the public service, or willful violation of agreed upon Employer's rules.

ARTICLE XIV

LEAVE OF ABSENCE

(a) An employee who has a minimum of two (2) years seniority and who because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for a period of one (1) year, which may be extended by the Employer provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence 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 household.

(c) Leaves of absence 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 shall become pregnant, she shall, by the end of the fourth (4th) month furnish the Employer with a certificate from her physician stating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. With her physician's approval she may be allowed to work until three (3) months before the expected date of delivery. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. An employee shall be expected to return to work three (3) months after delivery unless a doctor's certificate is furnished to the Employer establishing the fact that she is not able to return to work at that time.

(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 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, providing 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 who is elected or appointed to full-time position or office in the Union whose duties require his absence from work shall be granted a leave of absence for the term of such office or position.

(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.

(i) An employee who meets all of the requirements as hereinbefore specified in Sections A through H, may be granted a leave of absence without pay and he shall accumulate seniority during his leave of absence and he shall be entitled to resume his regular seniority status and all job and recall rights. 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 and the employee.

ARTICLE XV

GRIEVANCE PROCEDURE

Definition:

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

Step One.

(a) An employee having a grievance shall present it orally within five (5) working days of the alleged violation to his supervisor.

(b) The supervisor shall discuss the grievance with the employee.

(c) If the grievance is not settled orally, the employee or the supervisor, within twenty-four (24) hours, may request a meeting with the steward to discuss the grievance.

Step Two.

(a) The steward must then within two (2) working days of the oral discussion with the supervisor, submit the grievance in writing to the supervisor and indicate the alleged contract violation and the remedy desired.

(b) The supervisor shall then within two (2) working days, meet with the steward to discuss the grievance.

(c) The supervisor shall then give his decision in writing relative to the grievance within two (2) working days of his meeting with the steward.

Step Three.

(a) Any appeal of a decision rendered by the supervisor shall be presented in writing to the Superintendent of Schools within five (5) working days of the receipt

of the written decision of the supervisor.

(b) The appeal shall be in writing and state the reason or reasons why the decision of the supervisor was not satisfactory.

Step Four.

(a) The Superintendent of Schools shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.

(b) The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of the meeting with the Business Representative of the Union.

Step Five.

(a) If the decision of the Superintendent of Schools is not satisfactory, an appeal must be presented in writing within five (5) working days of the receipt of the decision of the Superintendent of Schools to the Board of Education.

(b) The appeal must be in writing and state the reason or reasons why the decision of the Superintendent of Schools was unsatisfactory.

(c) The Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than thirty (30) days from the date of the receipt of the appeal.

(d) The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the Business Representative's meeting with the Board of Education.

Step Six.

(a) If either party so requests, the Board and the Union will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon.

(b) The procedure provided herein shall not prohibit normal State Mediation as provided by Law.

(c) In the event binding arbitration is granted to any other employee group during the life of this Agreement the same provisions shall be applied to this Agreement.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours be-

ginning at 12:15 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) hours. The employees on the day shift shall take a one (1) hour and the employees on the afternoon shift a one-half ($\frac{1}{2}$) hour unpaid lunch period.

(c) There shall be no change in the work schedule during the school session days for all of the employees covered by this Agreement except when mutually agreed between the parties, except during the school vacation periods when school is not in session when all of the employees will be scheduled on the day shift.

Section 2. Overtime Rates Will Be Paid As Follows:

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

Section 3. Call Back.

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

Section 4. Shift Differential.

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 3:45 p.m. and 12:15 a.m. will receive a shift differential of fifteen cents (15¢) per hour for all hours worked that day.

Section 5. 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.

(b) It is recognized that overtime is a responsibility of the job, and employees will have the right of rejecting an overtime assignment only if another qualified employee is available.

Section 6. Rest Periods.

Each employee covered by this Agreement shall receive one (1) fifteen minute rest period during the first four (4) hours worked per day; and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day. Such periods shall be confined to the premises and the exact time is to be determined by Supervision within the general terms of the Agreement.

ARTICLE XVII

PAID LEAVE

Section 1.

(a) Each employee covered by this Agreement will be granted twelve (12) days of leave annually with pay, to be used for sickness, injury, or serious illness. It is to be considered as granted on the basis of one (1) day for each month of service during the year. In the event the employee does not serve the entire year, his leave days will be one (1) day for each full month of service. This leave may accumulate from year to year with a maximum of seventy-two (72) days accumulation.

(b) All employees covered by this Agreement shall be furnished with records of sick leave accumulated and taken on or about July 1st of each year.

(c) Upon retirement, after ten (10) years of service, the employee shall be paid in full for all of his unused accumulated sick leave days up to a maximum of forty (40) days.

Section 2: Funeral Leave.

(a) Each employee covered by this Agreement shall be granted three (3) days off with pay for a death in the employee's immediate family. The term immediate family shall include the employee's spouse, children, parents, parents-in-law, and siblings and such time shall be charged to paid leave, Section 1, A above.

(b) Employees shall be granted one-half ($\frac{1}{2}$) day, with pay, to attend funerals of non-family members and shall be charged to Paid Leave, Section 1 A above.

Section 3. Personal Business Days

(a) A maximum of two (2) days per year for the conducting of personal business shall be granted after two (2) years of service. One (1) day is to be provided for the first two (2) years in the school system. These days are non-accumulative. The purpose of this leave is to relieve the employees of financial hardship in situations over which they have no control.

(b) Personal Business means an activity that requires the Employee's presence during the work day and is of such nature that it cannot be attended to at another time of day.

(c) Application for Personal Business Leave, containing the reasons for leave, must be submitted in writing at least forty-eight (48) hours in advance (except in the event of an emergency when a short notice may be acceptable). Leave will be disallowed and deductions from salary will be made for personal leave for the following:

1. Seeking another job.
2. Other employment
3. Self-employment for renunciation.
4. Recreation
5. Days preceeding and/or following vacation and holidays.

ARTICLE XVIII

HOLIDAYS

(a) The Employer will pay the normal day's 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	The Day After Thanksgiving
Memorial Day	Christmas Day
July Fourth	Christmas Eve 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 or on any of the above named holidays he shall be entitled to an additional day off with pay for the holiday or he shall receive eight (8) hours pay for the holiday.

Illness on days when work is not scheduled, such as holidays, shall not be deducted from sick leave, nor shall there be any loss in pay (provided however, in the event of a prolonged illness, the non-scheduled day (holiday) will be deducted for that time, unless he returns on the scheduled work day after the holiday).

(d) When the scheduled holiday falls on a Saturday or a Sunday the employee shall receive his normal days pay for the holiday.

(e) Employees off sick on the holiday or the day before the holiday may be required to submit medical proof of illness in order to receive holiday pay.

ARTICLE XIX

HOSPITALIZATION

Effective July 1, 1972

The Employer shall pay up to \$46.00 per month towards the Blue-Cross-Blue Shield Hospitalization Insurance.

Effective July 1, 1973

The Employer shall pay up to \$48.00 per month towards the Blue Cross-Blue Shield Hospitalization Insurance.

Effective July 1, 1974

The Employer shall pay up to \$50.00 per month towards the Blue Cross-Blue Shield Hospitalization Insurance.

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of service shall receive one (1) weeks vacation with pay; after two (2) years of service two (2) weeks vacation with pay; after five (5) years of service three (3) weeks vacation with pay. First year vacations are to be pro-rated for length of service.

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

(c) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon 1/12 of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

(d) Employees are to express preference of summer vacation dates by May the 15th of the current year to the supervisor.

ARTICLE XXI

UNIFORMS

The Employer shall purchase three (3) uniforms at the beginning of each school fiscal year for each employee covered by this Agreement, with the employee to be responsible for the maintenance and laundering of such uniforms. After one (1) year of service the uniform shall be the property of the employee.

ARTICLE XXII

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 for such appearance of service, less any compensation received for such jury service, up to a period of sixty (60) days.

ARTICLE XXIII

BENEFITS

It is agreed between the parties that in the event that any employee works less than the established hours in his classification and is covered by this Agreement he 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 XXIV

WORKMEN'S COMPENSATION

In the event that an employee suffers an injury or illness that is compensable under the Michigan Workmen's Compensation Law, the employee will be entitled to use his sick leave in the same manner as if the injury or illness was not compensable under the Workmen's Compensation; provided that said employee reimburses the Employer the amount of wage continuation benefits he receives under Workmen's Compensation for any day which he received sick pay from the Employer. For any day that the employee receives sick pay from the Employer and reimburses the Employer for the Workmen's Compensation received, the employee's sick leave shall be reduced only by the portion of a day equal to the position of the employee's gross pay actually paid by the Employer.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

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

ARTICLE XXVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVII

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 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 supplements 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 shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII

TERMINATION AND MODIFICATION

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

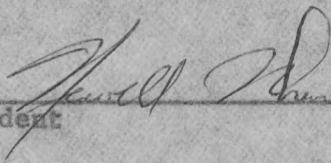
(c) If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) day's 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 to the Union, The International Union of Operating Engineers, Local #547, AFL-CIO, 13020 Puritan Avenue, Detroit, Michigan 48227 and if to the Employer addressed to The Shepherd Public Schools, Shepherd, Michigan 48883, or to any other address the Union or the Employer may make available to each other.

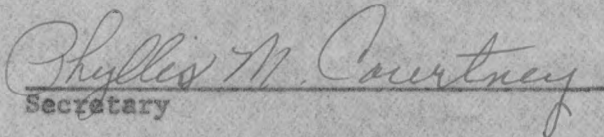
(e) The effective date of this Agreement is JULY 1, 1972.

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

SHEPHERD PUBLIC SCHOOLS

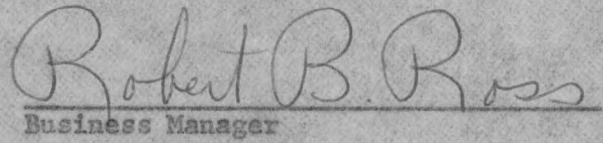


President



Secretary

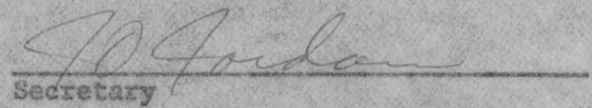
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #547, AFL-CIO



Business Manager



President



Secretary

Schedule A

Salary Schedule

Effective July 1, 1972

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Custodian	\$280	\$315
Matron	230	265

Effective July 1, 1973

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Custodian	\$290	\$330
Matron	245	280

Effective July 1, 1974

<u>Classification</u>	<u>Probationary Rate</u>	<u>Base Rate</u>
Custodian	\$300	\$350
Matron	255	295