

7-1-72 to 6-30-75

AGREEMENT

between

THE SPRINGPORT PUBLIC SCHOOLS

hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 547  
547 A, 547 B, and 547 C, AFL-CIO

LABOR AND INDUSTRIAL hereinafter referred to as the "Union".

*Springport*

RELATIONS LIBRARY

ARTICLE I

Michigan State University

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, 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 rates of pay, wages, hours of employment and other conditions of employment.

(b) The term "employee" as used herein shall include all Maintenance Men and Custodians, 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 eff-

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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 pay to the Union a service charge as a contribution toward the administration of the Agreement in an amount equal to the initiation fee and dues as charged all other respective members of the Union on or before the ninety-first (91) Day following the effective date of this Agreement or on or before the ninety-first (91) day following the beginning of such employment, whichever shall be sooner.

(b) 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.

(c) Either party to the Agreement shall have the right to reopen negotiations pertaining to Union Security when the laws applicable thereto have been changed by giving the other party Thirty (30) Days written notice.

(d) The Employer agrees that, upon hiring any new employees who are not members of the Union, or who are not paying towards the administration of this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

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

Section 3. CHECK OFF

(a) The Union shall submit to the Employer a statement of the amount due to the Union by each employee for the initiation fee and Union dues. The Employer shall then deduct 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 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 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) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively on and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, subject to the express provisions of this Agreement, the rights to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board School district.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire,

Promote, suspend and discharge employees, transfer employees, assign work ~~to~~ duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes, therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, building, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance, or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

(b) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE V  
VISITATION

Authorized representatives of the Union may, upon checking in with the Building Principal, enter the school district buildings for the purpose of transacting official union business during the school day. It is expressly understood that a union representative shall not, during the course of his visit, interrupt or interfere in any way with normal operations or cause an employee to absent himself from his work station without proper authorization from the Building Principal. A union representative in violation of this clause may be barred further access to the buildings and any employee in violation may be subject to disciplinary action.

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, if 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-offs 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 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, which are not recognized as a part of the employees normal job.
- (b) The employee will also be expected to 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 hazzard 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, except for the work that has been historically performed during the Spring, Summer and Christmas vacation periods of the year by temporary personnel.

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 the use of contracting result in the reduction of the present work force as is now in effect.

ARTICLE X  
SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days. The probationary period shall be ninety (90) calendar days taken from and including 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 complete 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) 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.

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

1. He is discharged.
2. He resigns
3. He does not return to work upon being recalled from lay off in three (3) consecutive working days.

(e) An employee promoted to supervisory position shall have ninety (90) days probation. If the employee is deemed unsatisfactory or does not wish to continue in a supervisory capacity he may return to the bargaining unit with full accumulated seniority at any time, up to the expiration of the ninety (90) days.

(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, employees location and classification. Seniority in classification shall be as of date of entry into the classification.

#### ARTICLE VI

##### TRANSFER 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 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 transferred involuntarily from his classification to another classification within the bargaining unit shall be paid the rate of the position from which he is involuntarily transferred or the rate of the position to which he is transferred, whichever is higher. An employee voluntarily transferring into a different classification will be paid at the rate of the position into which he transfers.

(c) Temporary transfers shall be for a period of no longer than Thirty (30) days, except in the event that both parties mutually agree to an extension of the Thirty (30) day time period. In the event that is not mutually agreeable to extend the temporary transfer beyond the Thirty (30) day time period the position shall then be considered an open position and posted for bidding from interested employees.

## ARTICLE XII

### NEW JOBS

(a) The Employer shall have the right to establish, evaluate, change and obsolete jobs according to the following procedure: When new or changed jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement the Employer shall place into effect a new classification and pay rate for the job in question and he shall designate the classification and rate of pay as temporary. The Employer shall notify the Union in writing of any such temporary or obsoleted 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 notification to the Union. During this Thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may make written request to the Employer to negotiate the classification and rate of pay. The negotiated rate if higher than the temporary rate shall be applied to first day the employee 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

#### DISCIPLINE-DISCHARGE

Written notification of dismissal, suspension or other disciplinary action shall be sent to the Union and the employee. The employee has the right to defend himself against any and all charges. Among the causes but not limited to, which shall be deemed sufficient for dismissal, suspension or other disciplinary action, at the option of the Employer are the following: being in possession of alcoholic beverages on school property, dishonesty, insubordination, taking an-unauthorized leave of absence, he is absent for three (3) consecutive working days without notifying the Employer or violation of agreed upon Employer's rules.

#### ARTICLE XIV

#### LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is not 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 not to exceed twelve (12) months. A further leave may be granted at the discretion of the Employer, provided the employee promptly notifies the Employer of the necessity for such extension 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 may be granted at the option of the Employer 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 shall be granted or refused at the option of the Employer for a specific 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 her third (3rd) 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. 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.

(e) The reinstatement rights of any employee who enters the military service of the United States by reason of an act of 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, provided such employees make written request for such leave 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, 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.

(h) An employee who meets all of the requirements as hereinbefore specified shall 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 seniority status and all job and recall rights. Leaves of absence may be granted at the direction of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

(i) An employee hired specifically to fill a designated position from which an employee is on leave shall not become part of the bargaining unit.

(j) Failure to report a pregnancy as stipulated, fraudulent application for a leave or improper use of leave will result in immediate dismissal.

#### ARTICLE XV

#### GRIEVANCE PROCEDURE

##### Definition:

A grievance shall be an alleged violation, misinterpretation or misapplication of the express terms of this Agreement. A grievance presented shall state:

1. Who is affected.
2. What happened.
3. When it happened.
4. What specific part (s) of the contract is alleged to have been violated.
5. What specific remedy is requested.

No grievance may be presented following the expiration of ten (10) working days after the occurrence upon which it is based.

##### Step One

(a) An employee having a grievance shall present it orally to his Building Principal.

(b) The Building Principal shall discuss the grievance with the employee.

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

### Step Two

(a) The steward may then within twenty four (24) hours of the oral discussion with the Building Principal submit the grievance in writing to the Building Principal.

(b) The Building Principal shall then give his decision in writing within twenty four (24) hours of receiving the written grievance.

### Step Three

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

(b) An appeal must meet the same qualifications as the original grievance plus stating in writing the reasons why the decision of the Building Principal was not satisfactory.

### Step Four

(a) The Superintendent of Schools shall meet with a Business Representative of the Union within ten (10) 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 by a Business Representative of the Union to the Board of Education.

(b) The appeal must meet the same qualifications as the original grievance plus stating in writing why the decision of the Superintendent of Schools was unsatisfactory.

(c) The Board of Education or a representative thereof 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 or a representative thereof 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 Six ARBITRATION

(a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) days from the date of receipt of the decision rendered by the Board of Education, the grievance must be submitted to Arbitration.

(b) The appealing party shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

(c) The Arbitrator, the Union or the Employer may call any employee as a witness in any Arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The fees and expenses of the Arbitrator shall be borne equally by the parties.

(g) The Arbitrator shall render his decision in writing not later than thirty (30) days from the conclusion of the Arbitration hearing.

(h) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.

ARTICLE XVI

HOURS AND WORK WEEK

Section 1.

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

(b) The normal regularly scheduled work day shall be eight (8) consecutive hours, excepting a thirty (30) minute lunch period.

Section 2. Overtime Rates will be paid as follows:

(a) 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.

(b) Double time will be paid for all hours worked on Sunday, when such hours are overtime.

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 ( $1\frac{1}{2}$ ) 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 4:00 P.M. and 8:00 A.M. shall receive a shift differential of five cents (5¢) per hour.

Section 5. Distribution of Overtime

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

Section 6. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period between the second and third consecutive hours of work; and one (1) fifteen (15) minute rest period between the sixth and seventh hours of work excepting the thirty (30) minute lunch period.

ARTICLE XVII

Section 1. SICK LEAVE AND FUNERAL LEAVE

Each employee covered by this Agreement will be entitled to sick leave accumulated individually at the rate of one (1) day per each full month of work completed with a maximum of one hundred twenty six (126) days accumulation.

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 limited to one (1) day, shall be granted for illness or Employer approval emergency within the immediate family.

Section 3.

(a) All employees shall be granted up to three (3) working days off with pay for a death in the employee's immediate family. The immediate family consists of spouse, children, parents, grandparents, brother or sister of the employee or their spouse. The Employer may or may not grant additional time and deduct such time from sick leave.

(b) Employees shall be granted up to two (2) days per year for personal business that cannot be conducted outside of the employee's normal working hours not deductible from annual sick leave.

Section 4.

(a) Employees shall receive full pay for unused sick leave of the last full year of employment (Maximum 12 days) upon retirement under the provisions of the Michigan Public Schools Employees Retirement regulations.

ARTICLE XVIII

HOSPITALIZATION

The employer shall during the life of this Agreement for each employee covered by this Agreement, pay the same amount towards the premium for the MBEA Super Med Hospitalization Insurance, or equivalent coverage per month as is paid to the teachers group. The premium paid by the employer shall not be less than the amount paid as of July 1, 1972.

ARTICLE XIX

HOLIDAYS

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

New Years Day	Memorial Day
July 4th	Labor Day
Thanksgiving Day	Christmas Eve Day
Day following Thanksgiving	Christmas Day
New Years Eve Day off 1973-74	1/2 day Good Friday, eff. 1974-75

(b) Employees required to work on any of the above named holidays will receive time and one half ( $1\frac{1}{2}$ ) for hours worked in addition to the regular holiday pay.

(c) If an employee is on vacation or sick leave on any of the above named holidays he shall receive an additional eight (8) hours pay for the holiday.

(d) When the scheduled holiday falls on a Saturday or Sunday the employee shall receive eight (8) hours pay for that holiday in addition to his regularly earned pay.

(e) Employees off sick on the day before or the day after or the holiday may, at the discretion of the employer, be required to submit proof of illness to the employer to receive holiday pay.

ARTICLE XX

VACATIONS

(a) All employees covered by this Agreement who have completed one (1) year of continuous service shall receive two (2) weeks vacation with pay: After

six (6) years of continuous service three (3) weeks vacation with pay: After twelve (12) years of continuous service four (4) weeks vacation with pay.

(b) Vacations will be scheduled and granted according to seniority as of May 1 of each year, provided the most senior employee gives the employer a ~~minimum~~ of 2 weeks notice prior to the date the employee wants such vacation time, in order that the employer may arrange for proper scheduling during such vacation time. Vacations may be scheduled during the school year providing a replacement can be obtained and two weeks notice is given.

(c) Vacations will be taken annually, with no accumulation of vacation time from one year to another.

#### ARTICLE XXI

##### JOB RELATED TRAINING

The Employer shall pay the full tuition and all expenses that would be incurred by any employee who participated in any job related training program that was held at a location away from Employer's premises where attendance is requested by the Employer during normal working hours. Employees may be required to attend job related training programs on Employer's premises outside of normal working hours up to a maximum of ten (10) hours per year without pay up to a maximum of twenty four (24) hours per year during normal working hours with normal pay.

#### ARTICLE XXII

##### JURY DUTY

Employees requested to appear for jury qualification or duty shall receive their pay from the Employer for such time ~~lost~~ as a result, less any compensation received for said time from other than the Employer, for a period of time up to sixty (60) working days provided that the employee is unable to obtain a waiver from service.

#### ARTICLE XXIII

##### PART TIME HELP

An employee who regularly works a schedule of less than forty (40) hours per

week in one classification shall receive benefits pro-rate based on the hours regularly worked compared to the forty (40) hour week.

ARTICLE XXIV  
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 hereto and made a part hereof by reference.

ARTICLE XXV  
BINDING EFFECTIVE AGREEMENT

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

ARTICLE XXVI  
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, ~~of~~ 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 effected ~~thereby~~. The parties shall reconsider any invalid or restrained portion of this Agreement through the operation of Article XXVII.

ARTICLE XXVII

TERMINATION AND MODIFICATION

(a) The effective date of this Agreement is July 1, 1972.

(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, 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 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 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 Springport Public Schools, Main Street, Springport, Michigan 49284.

(e) This Agreement shall continue in full force and effect until June 30, 1975.

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

SPRINGPORT PUBLIC SCHOOLS

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

\_\_\_\_\_ *Robert B. Ross* \_\_\_\_\_  
Business Manager

*G. Chester Betz Sr.* \_\_\_\_\_ *Richard Rimmel* \_\_\_\_\_  
*Franklin Telford* \_\_\_\_\_  
President

\_\_\_\_\_ *JO Jordan* \_\_\_\_\_  
Recording-Corresponding Secretary

SCHEDULE A  
SALARY SCHEDULE

Effective July 1, 1972

<u>Classification</u>	<u>Year</u> 1972-73		<u>Year</u> 1973-1974	
	<u>Probationary Rate</u>	<u>Base Rate</u>	<u>Prob. rate</u>	<u>Base rate</u>
Maintenance Man	\$ 3.48	\$ 3.69	\$ 3.67	\$ 3.89
Maintenance Helper	3.17	3.38	3.34	3.57
Custodian	2.69	2.85	2.84	3.01
Bus Mechanic	3.75	3.99	3.96	4.21

<u>Classification</u>	<u>Year</u> 1974-1975	
	<u>Probationary Rate</u>	<u>Base Rate</u>
Maintenance Man	\$ 3.87	\$ 4.10
Maintenance Helper	3.52	3.77
Custodian	3.00	3.18
Bus Mechanic	4.18	4.54

Longevity Pay:

Shall be paid based on total years of service within a classification:

Three (3) years of service an additional 10¢ per hour

Five (5) years of service and additional 10¢ per hour

Eight (8) years of service an additional 10¢ per hour

Ten (10) years of service an additional 10¢ per hour