

AGREEMENT

BETWEEN

MARION PUBLIC SCHOOLS

MARION, MICHIGAN

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION 1106

EFFECTIVE

SEPTEMBER 20, 2016 THROUGH SEPTEMBER 20, 2017

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AGREEMENT

THIS AGREEMENT entered into on September 30, 2016 between the Marion Public School District of Marion, Michigan (hereinafter referred to as the "Employer") and the Cooks, Kitchen Helpers, Custodians, Administrative Assistants, Office Managers Bus Mechanics and Transportation Dispatchers affiliated with the International Brotherhood of Electrical Workers, Local Union 1106 (hereinafter referred to as the "Union").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employers success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Act of 1965, for all custodial employees, cooks, kitchen helpers, Administrative Assistants, Office Managers, Bus Mechanics and Transportation Dispatchers but excluding supervisors in respect to rates of pay, hours of employment and other conditions of employment for the term of this Agreement. Substitutes are not recognized. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees" and reference to male personnel shall include female personnel. Persons working in subsidized employment such as social services, C.E.T.A. or Youth Employment Programs are not covered by this Agreement. Neither are students.

- B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

ARTICLE II CONTINUITY OF OPERATIONS

The Union and the Board recognize that strikes and other forms of work stoppages by employees or lockout by the Board are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved peacefully 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, slow- down, or stoppage of work, boycott, picketing, or other interruption of activities in the school system during the term of this Agreement. Any employee or group of employees who willfully violates this Article may be disciplined forthwith up to and including discharge.

ARTICLE III

MANAGEMENTS RIGHTS CLAUSE

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 the Constitution of the State of Michigan, and the United States and the use of judgment 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 in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States. Such rights shall include by way of illustration and not by way of limitations, the right to:

1. Manage and control its business, its equipment and its operation and to direct the working forces and affairs of the School District.
2. Continue its rights, policies, and practices of assignment, evaluation, 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 schools hours or days.
3. The right to direct the working force, including right to hire, promote, suspend and discharge employees, transfer employees, to terminate or reduce programs, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in 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, disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof or change 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 and mental conditions.
7. Determine the size of the management organizations, its functions, authority, amount of supervision and table of organization.
8. Determine the policy affecting the selection, or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

The matters contained in the Agreement and/or the exercises of any such rights of the board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE IV UNION SECURITY-AGENCY SHOP

Subject to conditions set forth within this Article, each employee who is a member of the Union on the effective date of this Agreement, or who becomes a member of the Union during the term of this Agreement, shall, pay or tender to the Union periodic dues applicable to members, for the period from such effective date or, in the case of persons becoming a member of the Union during the term of this Agreement, following execution of a dues deduction card.

Membership in the Union is not compulsory. Payment of dues or fees is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or to decline membership in the Union.

Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such Membership. Proper notice means that the employee will notify the Union and the Superintendent by registered mail, return receipt requested to the Business Manager, and to the Superintendent by written notice. If an employee wishes to also stop paying dues and/or withdraw their membership, he/she must so state in the notice and follow the above steps.

Should the current Michigan "Right to Work" law or dues deduction law be repealed, or rendered a nullity by a final court order (that is, after appellate review, if taken or sought, has been exhausted), the applicable language from the 2012-15 Collective Bargaining Agreement in Article 4 & 5 will be restored.

SAVE HARMLESS

The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Union further agrees to indemnify the Board as a result of said suit or action subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Union, after consultation with the Board, has the right to decide whether or not to appeal the decisions of any court or tribunal regarding the validity of the section of the damages which may be assessed against the Board by any court or tribunal.
3. The Union has the right to choose the legal counsel to defend any said suit or action.
4. The Union shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE V STEWARDS

A. The Stewards may investigate and present grievances at a time period convenient to both parties.

ARTICLE VI GRIEVANCE PROCEDURE

- A. Every effort will be made by all employees to resolve work related problems without resorting to formal procedures. However, it is mutually agreed that all grievance disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with proceedings provided. Every effort shall be made to adjust controversies and disputes in an equitable manner between the employer and the Union.
- B. For the purpose of this Agreement, a grievance is defined as a problem or complaint submitted by a member of the bargaining unit involving an alleged violation and/or interpretation of the expressed terms and conditions of this Contract.
- C. The following matters shall not be the basis for grievance under the procedures outlined in this Article:
1. The termination of services of or failure to re-employ any probationary employee.
 2. Any matter involving employee evaluation.
- D. The Union shall designate one representative to handle grievances when requested by the grievant.
- E. The term days, as used herein, shall mean work days.
- F. Written grievances, as requested herein, shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall contain synopsis of the facts giving rise to the alleged violation.
 3. It shall site the section or subsection of this contract alleged to have been violated.
 4. It shall contain the date of the alleged violation.
 5. It shall specify the relief requested.

Should any such grievance arise under the interpretation or application of contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step (1) Oral. An employee alleging a violation of the expressed provisions of this contract shall within thirty (30) days of its alleged occurrence orally discuss the grievance with the supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step 2.

Step (2) Written: A copy of the written grievance shall be filed with the supervisor or his/her designated agent with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of the receipt of the grievance, the supervisor or his/her designated agent shall arrange a meeting with the grievant and/or designated Union representative at the option of the grievant to discuss the grievance. Within five (5) days of the meeting, the supervisor or his/her designated agent shall render the decision in writing transmitting a copy of the same to the grievant and Union Steward.

Step (3) Grievance Disposition Appeal: If the grievance is not resolved to the satisfaction of the grievant, a copy of the written grievance shall be filed with the superintendent or his designated agent, as specified in Step 2, with the endorsement thereon with the approval or disapproval of the Union with five (5) days of the receipt of the grievance of the supervisor or his designee. Within ten (10) days of the receipt of the grievance, the Superintendent or his designee shall arrange a meeting to discuss grievances.

Within (10) days of the meeting, the Superintendent or his designee shall render his decision in writing transmitting a copy of the same to the grievant and to the Union Steward.

Step (4) Appeal Review: If no decision is rendered within ten (10) days following the meeting or the decision is unsatisfactory to the grievant and the Union, the grievant and/or the Union shall, within ten (10) days of the discussion appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board, who will place same on the agenda at the next meeting, if possible, but at least within twenty (20) days. The Board shall allow the grievant and/or the Union representative an opportunity to be heard at a hearing scheduled to discuss the grievance. The hearing may be open or closed at the option of the grievant. Within ten (10) days from the hearing of the grievance, the Board may hold hearings herein or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, the Supervisor, the grievant and the Union Steward.

Step (5) Binding Arbitration: If the grievance is not satisfactorily resolved at Step 4, the Union may within thirty (30) calendar days thereafter notify the Employer that it is submitting the matter to binding arbitration.

The selection of an Arbitrator shall be by mutual agreement by the parties. If the parties fail to agree, the Arbitrator shall then be selected from a list of five (5) names submitted by the Michigan Employment Relations Commission. Each party shall strike two (2) names and the remaining shall be the arbitrator.

G. In the event that a grievance is upheld by the Board of Education, claim for back pay or other benefits based thereon shall not exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation for personal services received from any source during the period of back pay.

H. Any grievance not appealed in the aforementioned time stipulations, shall be deemed settled on the basis of the last response. This and all other time limits, however, may be extended by mutual consent of the parties.

ARTICLE VII

DISCIPLINE - DISCHARGE

A. Any employee who is discharged shall be given written notice specifying the reason for the discharge, except in the case of a probationary employee.

B. Employees shall be subject to disciplinary action or discharge for reasons such as, but not limited to, insubordination, dishonesty, drinking, moral problems in relations to students, incompetency, or willful violation of agreed upon employers rules.

C. The responsibility of discipline and/or discharge of employees is vested entirely in the Board or its designated representatives.

ARTICLE VIII SENIORITY

- A. A newly hired employee shall be on probationary status for ninety (90) days taken from and including the first day of employment. If at any time prior to the completion of the probationary period, the employees work performance is unsatisfactory, he may be dismissed by the Employer during this period without recourse. The above is not intended to include the summer months, when school is not in session, for employees other than full year-full time employees.
- B. After satisfactory completion of the probationary period, seniority and all matters pertaining to benefits shall be retro-active to date of hire.
- C. An employee will lose his seniority and terminate his employment with the Board for the following reasons;
1. Employee quits or retires.
 2. Employee is discharged and the discharge is not reversed.
 3. Employee is absent without notifying his supervisor, in proper cases exceptions may be made.
 4. If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
 5. Mandatory retirement at age 70 or health reasons prior to age 70.
 6. If the employee gives a false reason for leave of absence.
 7. If the employee falsifies pertinent information on his application for employment including falsification on physical condition.
- D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about September 1st of each year. Such list shall contain date of hire.
- E. When more than one employee is hired on the same day, seniority will be determined by first hire.

ARTICLE IX LAY-OFF PROCEDURE

- A. The word "lay-off" means a reduction in the work force due to a decrease of work funds, or scheduling that results in a need for fewer employees.
- B. When a layoff takes place temporarily, the probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the lease senior employee on the seniority list being laid off first.
- C. At the same time the employee is notified, the Union shall receive a list of the effected employees. At least five (5) calendar days of notice shall be given.

ARTICLE X RECALL PROCEDURE

A. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by mail. An employee recalled to work shall notify the Board of his intent to return within three (3) work days from receipt of recall notice. If an employee fails to do so, he may be considered a quit.

ARTICLE XI BUMPING PROCEDURE

A. In the event of a reduction in force or elimination of positions, the following procedure shall be applied:

1. Any employee whose job has been eliminated may bump any less senior employee in his classification except that a cook can bump the kitchen helper with the least seniority.
2. Any employee so bumped may bump by similar procedure until all jobs have been filled.
3. Any employee not desiring to bump shall be voluntarily laid off and placed on a preferred eligibility list for recall to any subsequent vacancy in his previous category or below, shall be notified by the Board of all such subsequent vacancies. Preferred eligibility shall not be construed to mean preferment over personnel with superior seniority who are not on lay-off status.
4. No employee shall be entitled to bump into a position for which he has not the ability to perform the work.

ARTICLE XII PROMOTIONS

Promotions within the bargaining unit shall be made on the basis of seniority. Job vacancies will be posted for a period of five (5) calendar days setting forth the minimum requirements for the position on union bulletin boards in each building. Employees interested shall apply within the five (5) calendar day posting period. The senior employee applying for the promotion shall be granted a two (2) week trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.
3. During the two (2) week trial period, the employees shall have the opportunity to revert back to his/her former classification. During the trial period, the employee will receive the rate of the job they are performing.

ARTICLE XIII LEAVE OF ABSENCE

Leaves of absence without pay for reasonable periods not to exceed one (1) year may be granted without loss of seniority for:

1. Maternity leave.
2. Illness leave (physical or mental).
3. Leave of absence for other conditions may be granted on an individual basis depending on the merit of the situation.

ARTICLE XIV SICK LEAVE

Full year employees shall receive twelve days sick leave accumulative to 160 days. Full school year employees shall receive ten (10) days sick leave accumulative to 150 days.

Non full time employees shall receive one (1) day per month per school year accumulative to 40 days.

SICK LEAVE RETIREMENT BUY-OUT

After joining the Public Schools Retirement System with five years of employment with the district, employees may take the lump sum buyout of thirty-five dollars (35) daily of sick days accumulation not to exceed one hundred sixty (160) days for full time, one hundred Fifty (150) days for full school year, and forty (40) days for non-full time. Also, one-half (1/2) buy-out on layoffs greater than one (1) year duration at the rate of thirty-five (35) dollars a day will be paid for full year, full time, and full school year employees.

ARTICLE XV FUNERAL LEAVE

An employee shall be allowed up to three (3) work days as funeral days for a death in the immediate family. The immediate family is defined as: spouse, mother, father, brother, sister, son, daughter, in-laws, grandparents and grandchildren. In the event the employee is responsible for the funeral arrangements or in case of distant travel, the Superintendent may allow one (1) or two (2) additional days under the same conditions as given in the first sentence of this section. Funeral Leaves will be charged as sick days

ARTICLE XVI WORKING HOURS

Employees who work eight (8) or more hours daily are authorized **30 Minute paid Lunch** and two (2) daily rest periods which shall be of ten (10) to fifteen (15) minutes duration. In no case shall they be beyond fifteen (15) minutes in duration. Employees working between four (4) and six (6) hours daily shall be authorized one (1) daily rest period.

- Jr./Sr. High Administrative Assistant (Full-time Employee)
- Elementary Administrative Assistant (Full-time Employee)
- Jr./Sr High Office Manager (Full-Time Full School Year employee)

Jr./Sr. Administrative Assistant and the The Elementary Administrative Assistant are scheduled to work 8 hours 5 days a week for the year. Jr./Sr. Office Manager will work 5 days a week for the school year. This will include two weeks after the school year ends and three weeks before the school year begins.

Lead Cook and Cooks shall have two cleaning and inventory days on teachers PD days in November and March.

Kitchen helpers will be offered the hours of an absent cook before substitutes are called in. If they take these hours, they will be paid at the higher rate of pay for the duration of the absence. The school system

will provide a substitute employee to replace an absent employee if and when such a replacement is available. A substitute employee will be provided after the third day or earlier of a regular employees' absence.

ARTICLE XVII EMPLOYEE CATEGORIES

For purposes of this Agreement, there shall be three categories of employees. They are:

1. Full year-full time. Full year-full time employees work 40 hours per week throughout the year.
2. Full school year-full time. Full school year-full time employees work between 27 and 40 hours per week for nine (9) months.
4. Non-full time school year. Non full time school year employees work less than 27 hours per week.

The above categories are not synonymous with classifications.

5. Employees with special skills/training/licenses used by the school shall receive a premium of twenty-five (\$.25) cents per hour while applying those skills/training/licenses.

ARTICLE XVIII TIME AND ONE-HALF

Time and one-half will be paid as follows:

For hours in excess of 40 hours in one week.

All work on a Sunday will be paid at the time and one-half rate (1-1/2) of pay in addition to normal hours worked during the week.

ARTICLE XIX HOLIDAYS

The following days will be paid holidays for full year and full time – full school year employees:

New Years Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	Christmas Eve Day
Good Friday	Christmas Day
Deer Day	President's Day

Employees will receive holiday pay or day in lieu of when the July 4th holiday falls on a weekend.

No employee will be eligible for holiday pay unless they are working when the holiday falls. For example, full school year employees would normally be ineligible for holiday pay for July fourth since it does not normally fall during the period in which they are working.

A. In addition to the above, the following will apply to holidays: Day after Thanksgiving And Deer Day - If school is held, employees will be expected to report at their normal rate of pay. If school is not held, the Board may request that employees report for work at the overtime rate of time and one half.

If Christmas, Christmas Eve and New Years or New Years Eve falls on a Saturday, the employee will be given Friday off as their holiday. A mutually agreeable substitute holiday may be given on a day other than Friday.

If Christmas, Christmas Eve and/or New Years or New Years Eve falls on a Sunday, the employee will be given Monday off as their holiday. A mutually agreeable substitute holiday may be given on a day other than Monday.

B. This Article is not intended to provide holidays or holiday pay for non full time employees.

C. Cooks only will be paid for a maximum of two (2) snow days. Kitchen helpers will receive one (1) snow day per year. Custodian shall receive 3 snow days and if not used can take them off during spring break or summer time. Administrative Assistants and Office managers will be paid 3 snow days and all delays.

D. All employees (Full Year, Full School year, Non Full time) shall have (2) personal days.

ARTICLE XX VACATIONS

Full year-full time employees will receive vacation as provided below:

Seniority	Vacation
First year	1 week
2-10 years	2 weeks
11 or more years	3 weeks

Employees may use up to one week of their vacation on a day at a time basis.

Day at a time vacations must be used the same as personal days and scheduled in advance if possible.

Employees may elect to carry over their vacation days subject to the following:

1. Any day at a time vacation day “carried over” past September must be scheduled and or taken no later than the first full week in December.

During each school year, on an employee rotation basis, two custodians may take a total of two weeks of vacation when school is in session with a minimum of thirty (30) days notice to the administration.

ARTICLE XXI PAY DAYS

Pay days for all employees of the bargaining unit shall be every other Friday, except when adjustments are made.

ARTICLE XXII

UNION BULLETIN BOARDS

The employer will provide a bulletin board in each building which may be used by the Union for posting notices of the following type:

All notices of union interest and those required by this contract and legal notices.

ARTICLE XXIII JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE XXIV SAFETY COMMITTEE

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the Steward and alternates and shall meet at such time as problems appear at a time a place mutually agreeable to the committee, for the purpose of making recommendations to the employer.

ARTICLE XXV EQUALIZATION OF OVERTIME HOURS

As much as possible, overtime, if any, shall be distributed among employees within the same classification.

If any employee desires overtime work, he/she shall have the right to inquire and be given overtime statistics. If the employee is lowest on overtime hours he shall be given the next available opportunity to work overtime.

The Administration generally discourages overtime and consequently may structure the work week in such a manner that the work week does not extend beyond 40 hours.

ARTICLE XXVI INSURANCE BENEFITS

- 1. Health Insurance will be the IBEW FMCP Plan 16. The school will pay 80% of the premiums and the employee will be responsible for the remainder of the 20% for health care to be deducted from their pay in equal payroll deduction through out the year. The Employer will pay 100% of the dental and vision in the plan for the tier chosen.**
- 2. For full time - full school year employees the school board will pay 80% towards single coverage and \$900.00 per month towards 2 person or full family health insurance for twelve (12) months of the year. The employees electing these coverage's will be responsible for the remainder of the balance and the cost will be collected through payroll deduction. The employer will pay 100% of the dental and vision for the tier chosen in the IBEW FMPC plan.**

3. Full Time and Full School Year Employees who do not wish to participate in the Health Insurance Plan will receive \$350.00 per month **and will be covered through the MESSA for dental/vision/life.**
4. Employees who are non-full time will receive \$125 per month toward health insurance package for twelve (12) months. Those that do not wish to participate **in the IBEW FMPC**, the employer will pay \$400.00 per year in lieu of health insurance **and will be covered through MESSA for dental and Vision as described in 5 and 6 below.**
5. **For employees that do not elect to participate in the IBEW FMPC**
The Board will also provide dental coverage for all full year, and full school year employees and their families The dental plan shall include the following features:
 - A. A \$1,000.00 maximum benefit for each member of the family, except in the case of single coverage, on an annual basis.
 - B. A \$1,000.00 maximum annual benefit for single subscriber coverage.
 - C. The full cost of the coverage shall be paid by the board.
 - D. The plan provided is a upgraded basic dental plan.
6. The School Board will provide full family Vision for Full Time and either a 2-person vision care or a single subscriber program for employees **if they did not elect the IBEW FMPC**. This optical plan will be approximately an 80% paid services plan. **and will be covered through MESSA or another plan with the same benefit level.**
7. Full Time, and Full School Year employees shall be provided with a Forty-five thousand (45,000) dollar life insurance with Accidental Death and Dismemberment. The full cost of the policy will be paid by the Board.
8. The Board will also supply a long Term Disability benefit of 70% \$2500 Monthly Max. Benefit for all Full Time, and Full School Years Employees.
9. All Bargained for benefits listed in the contract are more fully explained in the Summery Plan Descriptions and are available thru the Schools Plan administrator.

ARTICLE XXVII CLASSIFICATION AND RATE STRUCTURE

Classification	Starting	Starting
	9/20/2015	9/21/2016
	1% increase	1% increase
	2015	2016
Administrative Assistants	\$14.26	\$14.40
Custodians	\$15.82	\$15.98
Lead Cook	\$13.92	\$14.06
Cooks	\$12.88	\$13.01
Kitchen Helper	\$11.57	\$11.69

Office Manager	\$13.76	\$13.90
Mechanic/Transportation Dispatcher	\$19.23	\$19.42

Based on longevity of service, employees will be paid an annual differential as follows:

<u>Seniority.</u>	
5-10	\$200.00
11-15	\$300.00
16-20	\$400.00
21-25	\$500.00
26 + years	\$600.00

The probationary period for new employees will be 90 calendar days. Probationary employees pay will be based on the present rate structure minus .75 cents for the start rate with three (3).25 cent increases every thirty (30) days until they are the present rate structure.

A night differential of thirty cents (.30) per hour will be paid to night custodians.

ARTICLE XXVIII PENSION

Each employee shall be covered by the Michigan School Employees Retirement Plan. The Employer shall pay the employees cost of the contribution toward the Michigan School Employees Retirement Fund, excluding Member Investment Plan contributions.

ARTICLE XXIX DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE XXX TERMINATION AND MODIFICATIONS

This Agreement shall continue in full force and effect until September 20, 2015 except as provided herein.

A. If either party desires to terminate this Agreement, it shall, sixty (60) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to termination by either party on sixty (60) calendar days written notice prior to the current year's termination date.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) calendar 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 of 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) calendar days written notice of termination. Any amendment 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.

C. Notice of Termination or Modification-Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Local Union 1106, I.B. E.W., 419 S. Washington Suite 307, Lansing, Michigan 48933, and if to the Employer, addressed to Marion Public Schools, 510 W. Main Street, P.O. Box 0, Marion, Michigan 49665, or to any such address as the Union or the Employer may make available to each other.

D. IF THE DISTRICT DETERMINES THAT THE ACTUAL OR PROJECTED COSTS OF OPERATION WILL CAUSE THE DISTRICT'S UNALLOCATED FUND EQUITY RESERVES TO FALL BELOW \$150,000, THROUGH NO DIRECT ACTIONS OF THE BOARD THE PARTIES AGREE TO MEET TO ADDRESS THE FINANCIAL SITUATION AND TO DEVELOP A MUTUALLY AGREED UPON SOLUTION.

**ARTICLE XXXI
MISCELLANEOUS PROVISION**

If any provision of this Agreement or any application of the 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 provisions or applications shall continue in force and effect.

**ARTICLE XXXII
EFFECTIVE DATE**

This Agreement shall be effective from September 20, 2016 until September 20, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Local Union 1106, International
Brotherhood of Electrical Workers
AFL-CIO

Marion Public Schools District of Marion

Business Manager-Financial Secretary
IBEW local 1106

Superintendent, Marion Public Schools

Date _____

Date _____

Shelly Laughlin Local 1106 Steward

Marion Public Schools, Board President