

6/30/95

SOUTH LYON COMMUNITY SCHOOLS

MASTER AGREEMENT

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 79-M, AFL-CIO**

MAINTENANCE/CUSTODIAL/CAFETERIA

July 1, 1993 - June 30, 1995

South Lyon Community Schools

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SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 700A AFL-CIO

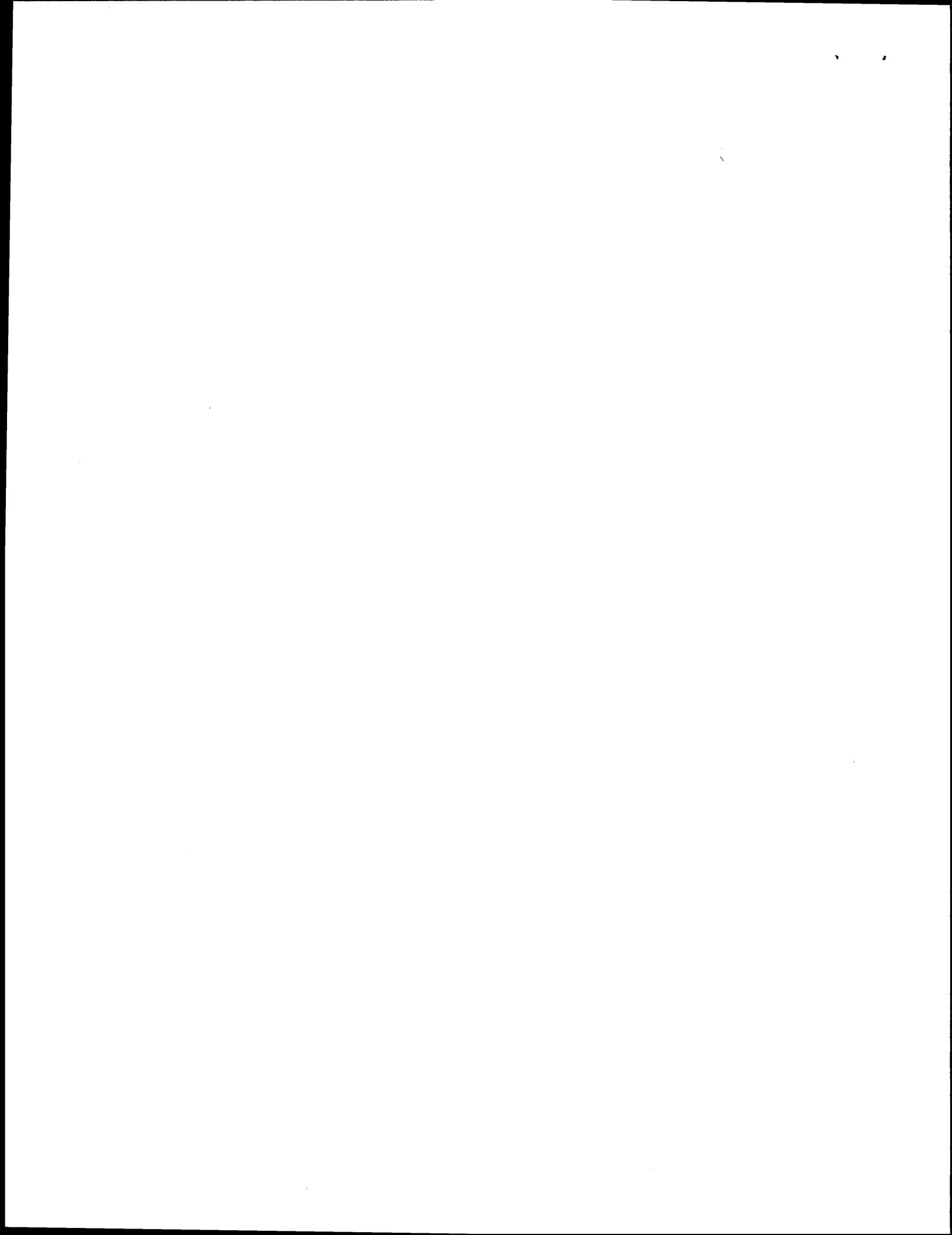
MAINTENANCE LOCAL 1000A

July 1, 1983 - June 30, 1985

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PREAMBLE

The Board of Education, the Superintendent, and the administrative staff, and the members of the Cafeteria, and Maintenance Departments can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Board is required to bargain only with reference to "wages, hours, and other terms and conditions of employment." It shall be the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. It shall be the purpose of this Agreement to set forth policies and standards governing such matters of mutual concern to the parties.

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Board of Education has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The employer has the rights and powers to manage the affairs of the district and to direct the employees, except as otherwise expressly provided in this Agreement.

The Board of Education of the South Lyon Community Schools is hereinafter referred to as the "Board," and the Service Employees' International Union, and its affiliate Local 79-M, South Lyon Community Schools, AFL-CIO is hereinafter collectively referred to as the "Union."

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement "to the extent required by Act 336 of the Public Acts of 1947, as amended," and the statutory phrase "for purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment."

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined Section II of Article 336, Public Acts of 1947, as amended, for a unit consisting of all custodial, cafeteria, and maintenance employees, excluding bus drivers, bus mechanics, office clerical, supervisor of cafeterias, supervisor of maintenance, substitutes, and all other supervisors as defined by the Act.
1. Reference to mail personnel shall include female personnel and vice versa.
- B. There shall be no discrimination, interference, restraint, or coercion by the Board or the Union against any employee because of membership in the Union.
- C. Agency Shop - All employees must join the Union or pay a fee to the Union equivalent to Union dues at the successful completion of their probationary period. The Union may take legal action against the employee to enforce this clause. The Board shall not be obligated to discharge any employee for failure to join the Union or pay the fee equivalent to Union dues. The Director of Business Affairs shall furnish the Union with a copy of the notification to the employee of his permanent employment.
- D. The following shall govern the collection of dues by those electing membership in the Union, and fees by those not electing membership, pursuant to Section B and C above:
1. Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent of the laws of the State of Michigan permit, the Board agrees to deduct Union membership dues and/or fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off Dues Form.
2. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
3. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues and/or fees are to be deducted hereunder shall be delivered to the Board before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union.

ARTICLE 1 - RECOGNITION (Continued)

4. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Board and shall be deducted from the second (2nd) pay of the month and each month thereafter.
5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
6. Monies deducted by the School District in behalf of the Union shall be submitted to Service Employees' International Local 79-M on or about the first day of each month insofar as possible.
7. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
8. In the event a change in either the initiation fee or dues structure, either increasing or decreasing is made by the Union, the Union agrees to supply the School District with a written request from Service Employees' International Union AFL-CIO, Local 79-M for said change, and submit same to the Local Union Treasurer at his home address.
9. Upon the full authority, by the employees, employer agrees to check-off from the pay of such employees, initiation fees, union dues and reinstatement fees in accordance with the appropriate form furnished by the Union.
10. The Board shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Section 4 of this Article.

ARTICLE 1 - RECOGNITION (Continued)

- E. The Board agrees not to negotiate with any organization other than the Union for the duration of this Agreement.
- F. No final agreement between the parties may be executed without ratification, by a majority of the Board and by a majority of the membership of the Union.

ARTICLE 2 - BOARD RIGHTS

- 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 by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such right nor with respect to the consequences of such action during the term of this Agreement. Such rights include, by way of illustration and not by way of limitation the right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, 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 laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3 - REPRESENTATION

- A. There shall be two (2) stewards for the food service department and two (2) stewards for the maintenance department. Each steward must have been in the employment of the district for six (6) months. The superintendent shall receive a list of all stewards by August 30th of each year.
- B. In the event a department steward is unavailable to handle an employee's grievance and the Local Union President or his designee shall handle same. The names of the Local President and his designee shall be sent to the superintendent by August 30th of each year and updated thereafter upon change.
- C. When necessary to investigate and present grievances, the steward may do so before or after his shift and during his lunch period.
- D. When necessary to investigate and present grievances, the Local Union President or his designee may do so during his working hours, without loss of pay, providing the following requirements are met:
 - 1. The Local Union President or his designee shall first request permission from the Director of Business Affairs or his designee, which shall not be unreasonably denied.
 - 2. The Local Union President or his designee shall assure the Director of Business Affairs or his designee that all his work schedules and assignments can be maintained without additional help.
 - 3. The Local Union President or his designee realizes that the privilege of leaving work, during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the grievances and will not be abused.
 - 4. The Local Union President or his designee will perform his regular assigned work at all times, except when necessary to leave his work to handle grievances as provided herein.
- E. If the Local Union President or his designee feels the requirements spelled out in Section "D" cannot be met, then he shall be expected to investigate and present all grievances after his regular working hours.
- F. Prior to changing any existing work rules or implementing any new work rules the Board agrees to discuss said changes with the Union.

ARTICLE 4 - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article and section of this Agreement, and each grievance shall be submitted on the prescribed form as in Appendix A.
- B. Any grievances occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed under this Agreement unless the previous contract is extended by mutual agreement. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

Only bona fide past practices shall be enforceable under the grievance procedure. To be a bona fide past practice all of the following requirements must be met:

- 1. The existence of the practice must have been recognized by both the Union and the Employer.
 - 2. A practice claimed to be established prior to July 1, 1984 shall not be a bona fide past practice and all practices thereafter must meet all the requirements set forth in item 1, 3, 4 and 5.
 - 3. The practice must not have been the result of an error or misinterpretation of the Agreement.
 - 4. The practice must have been consistent among all employees within that employee's department.
 - 5. The practice cannot be in violation of this Agreement or any applicable statute.
- C. No back pay shall be awarded for any period prior to ten (10) days before the date of filing of a written grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned from employment with the district less any wages earned the time the employee is off work.
 - D. It is assumed that all employees will continue good relations with their immediate supervisors and that channels of communication will be kept open between them in order to resolve all minor grievances.
 - 1. If any problem which arises is not resolved in Section "D" above and if the employee then feels he/she has a grievance, the employee shall discuss the grievance prior to, or after his/her working hours with the steward, in accordance with Section "B" and "C" of Article 3.

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

2. The steward and employee may discuss the grievance with the Director of Business Affairs or his designee or his immediate supervisor, in accordance with Section "B" and "C" of Article 3. In all cases it must be discussed within ten (10) working days of its last occurrence.
- E. If a grievance arises, the following procedure shall be followed:
1. Step One:
 - a. If the grievance is not adjusted to the employee's satisfaction or if the matter is thereby not disposed of, it shall within five (5) working days, be reduced to writing and submitted to the employee's immediate supervisor on the prescribed form. The written "State of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, and shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union, with respect to these provisions, and indicate the relief requested.
 - b. The immediate supervisor shall, within five (5) working days of receipt of the grievance, answer it in writing. A copy shall be sent to the employee and to the Union.
 2. Step Two:
 - a. If the grievance is not resolved in Step One, it may within five (5) working days of receipt of the answer in Step One, be submitted to the Director of Business Affairs or his designated representative.
 - b. Within five (5) working days the Director of Business Affairs shall arrange a meeting between the employee, the employee's supervisor, a Union representative, and him/herself, for the purpose of discussing said grievance.
 - c. Within five (5) working days after the meeting, the Director of Business Affairs shall give the employee and the Union representative an answer in writing.
 - d. It is understood the Union representative may discuss the grievance with the Superintendent. Within five (5) working days after the meeting, the Superintendent shall give the employee and the Union representative an answer in writing.

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

3. Step Three

- a. Within twenty-one (21) days after being advised in writing by the Superintendent or his designee of the action on the grievance, the Union, if it is dissatisfied may move the grievance to final and binding arbitration under the rules of the American Arbitration Association. The Board and the Union will mutually select an arbitrator from a list submitted by the American Arbitration Association. If mutual agreement cannot be reached on an arbitrator, the list will be returned to the American Arbitration Association and they shall be asked to submit another list.
- b. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after hearing to make a decision in cases of violation of the specific provision, articles, and sections of this Agreement.
 - (1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) He shall have no power to establish wage scales or change any wage.
 - (3) He shall have no power to rule on the termination of services or failure to reemploy any probationary employee.
 - (4) He shall have no power to change any policy of the Board nor to substitute his judgment or wisdom for that of the Board as to the reasonableness of any such policy.
 - (5) His power shall be limited to deciding whether the Board has violated the expressed provisions, articles, or sections of this Agreement.
 - (6) In rendering decisions, the arbitrator shall give due regard to the responsibility of management and the rights of employees and shall so construe this Agreement that there will be no interference with such responsibilities and rights except as they may be specifically conditioned by this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE (Continued)

- (7) In the event that a case is appealed to an arbitrator and he concludes that he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - (8) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board.
 - (9) The cost of any arbitration under this Article shall be shared equally by the Board and the Union.
- F. Any appeals not properly processed within the applicable time periods set forth under this Article shall be considered settled on the basis of the last answer given by the respective school authority. Additional time will be allowed at each step if agreed upon mutually.
- G. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. Once a grievance is withdrawn, it cannot be reinstated.
- H. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights under this Agreement shall be pursuant to the grievance procedure provided herein.

ARTICLE 5 - DISCIPLINE OF EMPLOYEES

- A. The Board shall have the right to adopt reasonable rules and regulations not in conflict with this Agreement governing the discipline of employees. The Union agrees that the Board has the duty of maintaining good discipline, since it is responsible for efficient operation of the schools.
- B. The discipline of employees shall be only for just cause and may be subject to the grievance procedure as set forth in this Agreement; provided, however, that the Board's decision on the termination of service of any probationary employee is final.
- C. Grievances concerning discharge or discipline must be filed in writing, on the appropriate form, with the grievant's immediate supervisor within three (3) working days or else the grievance is not valid.
- D. The following enumeration of causes for discharge is by way of illustration and shall not be deemed to exclude management's right to discharge employees for any just cause:
 - 1. The Board has the right to discharge one (or all) participants involved in a fight.
 - 2. An employee may be discharged for drinking intoxicants on the job or drinking intoxicants off the premises and returning to work.
 - 3. The Board has the right to discharge for neglect of work schedule after the probationary period.
 - 4. An employee may be discharged without regard to length of service whenever the Board discovers a misstatement or material omission in the employee's application for employment.
 - 5. Employees may be required to secure necessary physical examinations from a Board approved physician (the cost of such examination shall be borne by the Board) and in the event the employee's physician makes a medical finding different from that of the Board approved physician, the employee shall be examined by an appropriate physician specialist selected by the Board (other than the Board's or employees' physician) who is on the staff at St. Joseph Hospital and/or the University of Michigan Hospital in Ann Arbor whose finding shall be conclusive. The cost of said physician shall be borne by the Board.
- E. Union representatives may not claim immunity from the requirements of good discipline.

ARTICLE 5 - DISCIPLINE OF EMPLOYEES (Continued)

- F. The Board has the right to soften the penalty of discharge after it has been incurred and imposed.
- G. Any regular employee who is discharged, suspended or demoted must be served written notice of same stating the reasons for such action and the effective date thereof.
- H. All suspensions and discharges are without pay from the effective date thereof subject to the terms of this Agreement.
- I. No suspension shall be effective for more than ten days without the approval of the Board of Education.
- J. In the case of discharge or suspension for more than ten days, the grievance procedure may be instituted at the second (2nd) step providing time limits are adhered to. The employee has a right to a private hearing.
- K. No employee shall be disciplined until and unless a conference is held with his supervisor whereby the infraction is discussed and the employee's record is reviewed. The supervisor shall call the conference during the employee's regular working hours. Failure on the part of the employee to attend this conference shall cause the employee to lose his defense by default, except for absences beyond the control of the employee.
- L. Discipline shall be removed from an employee's disciplinary record twenty-four (24) months after it was issued, provided the employee does not repeat the infraction during the twenty-four (24) month period.
- M. Copies of all discipline including suspension, demotion and discharge will be presented to the employee.
- N. No material derogatory to an employees conduct, service character or personality, shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge the reading of this material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies the material has been read, and does not indicate agreement with the contents.
 - 1. The employee, upon request, shall be permitted to have a true copy of the contents of his/her personnel file at the employee's expense.
 - 2. The employee shall have the right to answer any material filed, and the answer shall be attached to the file copy.

ARTICLE 6 - SENIORITY

A. Probationary Employees

1. A beginning regular custodial employee shall be given a notice of employment on a forty-five (45) continuous work days probationary basis. If the employee is retained on the job after his probationary period, he will be credited with sick leave and vacation benefits from the first day worked, and his seniority will date back to his first day on the job.
 - a. Probation period for cafeteria employees will remain at thirty (30) days; forty-five (45) for custodial.
 - b. Employees shall not start their probation period over if a work day is missed during such probationary period.
2. Seniority or probationary period does not apply to the "substitute" employee.
3. Definition of a substitute employee is a person who substitutes for absent regular employees and receives no fringe benefits nor permanent status.

B. Loss of Seniority

1. The regular employee shall lose his seniority for the following reasons:
 - a. Mandatory retirement.
 - b. If the employee quits.
 - c. If the employee is discharged and the discharge is not reversed.
 - d. If the employee does not return from sick leave and leaves of absence within five (5) days of the returning date.
 - e. If the employee is absent for three (3) consecutive working days without notifying the Board.
 - f. If he does not return from layoff.
 - g. Unauthorized or excessive absences from work or excessive tardiness after the employee has had corrective, progressive discipline.
 - h. Neglect of work schedule or assignment after the employee has had corrective, progressive discipline.

ARTICLE 6 - SENIORITY (Continued)

C. Overtime

1. Scheduled overtime will be distributed equally insofar as it is practicable among employees working the particular department, classification, and building. During an emergency situation this provision does not apply.
 - a. Custodial overtime will be divided into two (2) categories:
 - (1) Regularly scheduled overtime. Weekend overtime will be assigned each Wednesday.
 - (2) Emergency overtime such as snow removal, mechanical, vandalism and other problems.
 - b. The overtime listed in (1) above will be covered by offering time to each custodial or maintenance employee in rotation according to seniority in his building or department.
 - c. The overtime listed in (2) will be covered by the use of any employee in the bargaining unit in the building or department where the emergency occurs, and who is able to handle the specific duty.
 - d. In the event two (2) or more food service workers are needed for overtime work in the same building at the same time, the overtime shall be offered to employees at the building where the overtime is being worked and to employees from other buildings in equal numbers of employees and based on seniority. All food service employees shall be offered available work before using subs. The Employer shall specify the approximate number of hours involved when offering same.
2. All employees should work overtime when asked to do so unless they have a reasonable excuse not to do so. In the event all building employees refuse overtime, the employee with the least seniority shall be required to work the scheduled overtime.
3. Employees who refuse overtime assignments will be charged with that time for the purpose of equalizing overtime.
4. An up-to-date list of overtime assignments shall be furnished to the Union and posted in each school in June 1 and January 1 of each year.
5. An up-to-date seniority list shall be furnished to the Union and posted in each school on June 1 and January 1 of each year.

ARTICLE 7 - LAYOFF AND RECALL

- A. In case of a decrease in the amount of work available, district revenue, or a change in priorities, a reduction in the work force may follow. Such reduction shall mean a "layoff" of some employees.
- B. Should a layoff become necessary, probationary employees will be laid off first. In the case of a reduction of employees within a department (i.e., food service or custodial/maintenance) the senior employee shall be given priority of work over the junior employee within that department.
- C. Should it become necessary to layoff an employee for an indefinite period of time, he/she shall be given at least two (2) week's notice, where possible. The Union will be informed of the layoff on the same day that employees are informed.
- D. Employees will be recalled in the reverse order from which they were laid off. Each employee shall receive his notice of recall by registered mail or certified mail at his last known address. He will be given (3) working days in which to report for work from the date of the receipt of the notice. Failure to report within this period of time shall mean that he has quit, unless he presents a valid excuse which the Board can accept.
- E. Employees shall continue to accumulate seniority while laid off for a period of one year. After one year, a laid off employee will lose any right to recall.
- F. Employees who are laid off will be offered and placed in other positions within the same department in the system before any new employee is hired.
- G. The Employer shall provide all insurance benefits under this contract for employees laid off for the full calendar month in which the lay off occurs.
- H. Laid off employees who have signed up for available work shall be offered same prior to using subs. The Employer shall not be required to repeatedly offer available work to laid off employees who have previously refused same. Laid off employees performing such work shall be paid the wage scale they received at the time of layoff.

ARTICLE 8 - HOURS OF WORK, OVERTIME

A. Work Day

1. Most full time custodial and maintenance employees work an eight hour day, forty hours per week, Monday through Friday from 7:00 A.M. to 3:30 P.M., with one-half hour for lunch. There will be variations of this schedule in certain departments and schools. The employees work day may be assigned to conform to the needs of the department or the school. There shall be one fifteen minute break before lunch and one after lunch.
2. Most full-time cafeteria employees work a five or six hour day, twenty-five or thirty hours per week, Monday through Friday. There will be variations of this schedule in certain departments and schools. Cafeteria employees who work a three and one-half (3½) hour shift shall be entitled to a fifteen minute break, to be taken at such time during the work period when the work schedule permits. Cafeteria employees who work a five and one-half (5½) hour shift shall be entitled to one fifteen minute break and one ten minute break, to be taken at such times during the work period when the work schedule permits.
3. Night custodians and maintenance personnel work eight hours with one-half hour off for lunch. There shall be one fifteen minute break before lunch and after.
4. Employees shall not be scheduled to work the afternoon of New Year's Eve unless mutually agreed upon by the employee and employer.

B. Overtime Work

1. The Board reserves the right to withhold payment for any overtime work that was not approved in advance.
2. All work done in excess of forty hours per week for custodial and maintenance employees shall be paid at one and one-half times the employee's regular hourly rate.
3. All work done in excess of forty hours per week for cafeteria employees shall be paid at the employee's time and one-half rate.
4. All work done on Sunday or holidays will be paid at the double time rate.
5. For the purpose of overtime calculation, only vacation days, holidays and snow days will be considered time worked.

ARTICLE 8 - HOURS OF WORK, OVERTIME (Continued)

- C. Engineers or Ground Leaders called in for building checks will receive a minimum of one (1) hour of work or pay at the overtime rate.
- D. Unit managers will receive two (2) hours each month for inventory.
- E. The Board will make an effort to provide food service workers with the same number of work days as student instruction days.

ARTICLE 9 - EMPLOYEES BENEFITS

A. Vacations

1. Regular fifty-two week employees, including fifty-two week part-time employees, shall receive one-half vacation day for each month worked during their first full year of employment in the system. After one full year in the school system, each full-time employee, employed fifty-two weeks per year, will receive one full day of vacation for each month worked. Fifty-two week employees who have been with the system five years or more will receive one and one-quarter ($1\frac{1}{4}$) days of paid vacation for each month worked. Fifty-two week employees who have been with the system ten years or more will receive one and one-half ($1\frac{1}{2}$) days of paid vacation for each month worked.
2. Regular fifty-two week part-time employees shall be allowed vacation pay in proportion to their regular daily work schedule.
3. Vacation may be taken at any time during the year with the Maintenance Supervisor's approval.
 - a. A working month is defined as a month in which at least eighteen (18) days were worked except during Christmas and Easter holiday periods when all of the scheduled work days must be worked. Excused absences are defined as time worked.

B. Sick Leave

1. Sick leave may be used only for personal illness or injury and the sick day bank may be used as per Article 10, Sections A & B. Unused sick leave may be accumulated to a total of 100 days.
2. Every regular employee shall receive one and one-sixth days sick leave per month. If an employee works five days a week and is employed as a full-time employee, he is entitled to fourteen sick days leave a year. If he works less than a full year, he is entitled to sick leave in accordance with the number of days worked and the number of months in his work year. No sick leave will be granted that has not already been earned. Any unused sick leave is accumulated from year to year. Sick leave taken but not earned will be deducted from the employee's next check.
3. An employee who is absent three (3) days or more consecutively for illness shall have a statement from his doctor indicating his fitness to return to work.

ARTICLE 9 - EMPLOYEES BENEFITS (Continued)

4. A total of three (3) days per year may be used from accumulated sick leave due to serious illness in the immediate family. The immediate family shall include: grandmother, grandfather, father, mother, brother, sister, wife, husband, children, and legal dependents.

C. Holidays Allowed

New Year's Day
Dr. Martin Luther King, Jr.'s Birthday *
Good Friday **
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve

* As scheduled in the teachers' contract

** If Good Friday is a scheduled school day, another paid holiday will be given.

1. Providing they meet all of the following eligibility rules:
 - a. The employee has seniority as of the date of the holiday.
 - b. The employee must have worked the last scheduled working day prior to and the next scheduled working day after the holiday, or providing the employee is on an authorized absence for which he is receiving pay (e.g., vacation or paid sick leave or otherwise excused by employee's supervisor).
2. When a holiday falls on a Saturday or Sunday, the eligible employees shall not work on the preceding Friday or the following Monday as scheduled by the employer, but shall receive holiday pay providing they meet the requirements of a and b above.
3. An employee may be required to work the above holidays when the situation and circumstances demand (i.e., tending boiler emergency repairs, etc.) and shall thereupon receive compensation at two and one-half (2½) times their regular hourly rate except that regular, routine work shall be paid at double their regular hourly rate.

ARTICLE 9 - EMPLOYEES BENEFITS (Continued)

4. Food service employees will be paid for holidays listed above that fall within the students' school year.

D. Compensation Insurance.

1. All employees of the school district are covered by Worker Compensation insurance as required by law. Injuries shall be reported within 24 hours to the employee's immediate supervisor.

E. Insurance

Employee eligibility for insurance shall be on the following basis:

- a. Regular employees hired on or before April 5, 1982 who work twenty (20) or more regular hours per week shall receive full insurance.
- b. Regular employees hired after April 5, 1982 who work thirty (30) or more regular hours per week shall receive full insurance.
- c. Regular employees hired after April 5, 1982 who work twenty to thirty (20-30) regular hours per week shall receive insurance with pro rata payment of the premium cost equivalent to the ratio of employment to thirty (30) hours, subject to authorized payroll deduction or advance payment.

Upon proper application by employees who are eligible under a, b, or c above, the Board will pay the premium for:

1. The following hospital and medical insurance on a twelve month basis. Employees eligible for comparable hospital and medical insurance under another employer paid plan shall not be eligible for such insurance under this Agreement. Current hospital and medical insurance under this Agreement including the following additional riders: IMB (Immediate Maternity Benefits), CC (Convalescent Care), and VST (Voluntary Sterilization) shall be continued. Effective May 1, 1990 the health insurance program will contain a \$3.00 prescription co-pay.
 - a. Employees electing not to be covered by health insurance premiums will be provided \$50.00 per month to be applied to tax deferred annuities (from the list of 10 companies). This benefit will take effect on the first of the month after five (5) employees drop their present health insurance package.

ARTICLE 9 - EMPLOYEES BENEFITS (Continued)

2. Life Insurance - A term life insurance policy with AD & D for \$8,000.
3. Dental Insurance - A full family dental insurance program for each employee.

a. Such dental insurance program shall pay the premium for benefits as follows:

Class I	60% Co-Pay
Class II	60% Co-Pay
Class III	60% Co-Pay

b. Class benefits shall be according to the following general classification:

- (1) Class I Benefit: Includes the basic dental services; i.e., examination, radiographs, patient consultation, preventive treatment (primarily prophylaxis and topical fluoride treatment for children), fillings, crowns (including necessary gold crowns), jackets, oral surgery (primarily extractions), endodontic and periodontic services.
- (2) Class II Benefit: Includes prosthodontics services -- bridges, partial and complete dentures.
- (3) Class III Benefit: Includes procedures for the prevention and correction of malposed teeth (orthodontics).

4. Vision Care - A full family vision care benefit program with 80% of reasonable and customary coverage for the following benefits:

- Examination
- Single Vision Lenses
- Bi-focal Lenses
- Tri-focal Lenses
- Lenticular Lenses
- Frames

and

ARTICLE 9 - EMPLOYEES BENEFITS (Continued)

- Contact Lenses at \$32.00 per lens, 80% of customary and reasonable charges are paid if visual accuracy of the patient is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by use of contact lenses. An examination, frame, and one pair of corrective lenses (including prescription sunglasses, photogray lenses, or contact lenses) will be provided once in a 12-month plan year for each eligible member of the family.

5. Long-Term Disability Insurance - A long-term disability insurance policy for each employee as follows:

- a. 50% of salary after a 30 calendar day waiting period.
- b. Maximum payment of \$1,000 per month.
- c. Primary social security offset.
- d. Social security freeze.
- e. Minimum benefit payable by the insurance company of \$25.00 per month regardless of Social Security disability or other benefits.

F. Severance Pay

Severance pay of one-quarter of the accumulated sick bank at the last rate of pay earned shall be paid upon application for benefits under the Michigan Public Retirement plan at age 55 or above.

G. A paid leave of absence shall be granted to an employee called for jury service. Immediately upon receipt of payment for jury duty service, the employee shall remit payment to the business office, excluding travel allowances and reimbursement of expenses.

H. General Conditions

1. Benefits will terminate:
 - a. When the employee terminates his employment with the Board.
 - b. When the employee leaves active work on strike.

ARTICLE 9 - EMPLOYEES BENEFITS (Continued)

2. The above mentioned benefits shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.
3. Employees on leave of absence in excess of three (3) weeks shall be required to pay for the insurance or it will be terminated.
4. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board or the Union nor shall such failure be considered a breach of either of them of any obligation under this article.
5. Differences between employees or beneficiaries of employees and an insurance company shall not be subject to the Grievance Procedure.
6. Subject to the terms of the contract with the insurance carrier, it is the intent of the parties that insurance benefits provided shall commence on the first full-time working day of the month following the completion of the probationary period and that coverage shall remain in effect continuously for the duration of the Agreement as long as the employee is actively employed by the Board.
7. The Board shall select the insurance carrier for all insurance coverage except hospital and medical insurance as provided in Section E, but will not change the insurance carrier without prior written notification and clarification to the Union.
8. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
9. Sickness and accident benefits shall not be paid if the employee is being paid by the District from accumulated sick days or vacation time. Sick and vacation days used will be counted as waiting days. The Board shall continue to allow members the option of securing additional coverage that they had during the 1988-89 school year.
10. Upon termination of employment an employee wishing to convert his/her life insurance coverage to self payment must contact the business office.

ARTICLE 9 - EMPLOYEES BENEFITS (Continued)

11. The parties agree that during the life of this Agreement, July 1, 1993 through June 30, 1995, a committee will be formed to study insurance coverage carrier and cost. The committee will be composed of three members appointed by the Board and three members appointed by the Union. The committee will meet on mutually agreeable dates. Either party may call a special meeting of the committee. Should the committee reach an agreement on an alternative program/plan during the life of the Agreement, the alternative program/plan shall be taken back to the respective parties for a ratification vote. If ratified by both parties, the new program shall be implemented as soon as possible.

ARTICLE 10 - ABSENCE FROM DUTY

A. Personal Business

Employees shall be allowed two personal paid business days per year, deductible from accumulated sick leave. A request shall be submitted in writing at least 24 hours in advance. In case of an emergency, such as sudden illness or death in the family, the 24 hour notice will be waived. In such cases the supervisor or building principal shall be notified immediately between the hours of 6:30 a.m. and 10:30 p.m. or as soon as possible. Once a personal business day is granted, the approval will not be rescinded.

B. Death in the Immediate Family

1. The regular employee may be granted a maximum of five days leave on full pay in the event of death of a member of the immediate family, not deductible from accumulated sick leave allowance.
2. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather or grandmother of the employee, and the corresponding relative of the employee's spouse, or any relative of either spouse living in the employee's home, and step-children and step-parents.

C. Extended Leave of Absence for Illness

1. If an employee is absent more than two weeks beyond accumulated sick leave because of illness, a leave of absence must be requested. Such leave if granted, will protect an employee's current assignment until the employee returns, provided the absence does not exceed nine (9) months. During this leave, vacation pay, holiday pay, or sick leave will not be earned. If an employee is absent in excess of nine months, due to illness, employment in the district will be protected; however, the present assignment may not be given to the employee upon return.
 - a. Health insurance will be paid by the Board for an employee on medical leave for the first full month following the leave.
 - b. The employee shall continue to accrue seniority for a period of one year.
 - c. Employees absent due to a work related injury or disability shall continue to have their insurance benefits described in Article 10, Section E provided by the Board for two (2) months.

ARTICLE 10 - ABSENCE FROM DUTY (Continued)

D. Military Leave

Any employee covered by the salary schedule who terminates employment in the school district to perform involuntary active service in the armed forces of the United States is entitled to reemployment rights in the position the employee is vacating, or one of like status and pay scale, in accordance with the requirements of the applicable laws of the United States, provided the employee serves only one draft term or until the state of emergency is ended.

E. General Leave

1. Ordinarily, the school district shall not grant leaves of absence to personnel. However, under unusual circumstances, the Board of Education may grant leaves of absence to employees. Employees may not accrue seniority after thirty (30) days.
2. An employee taking a leave shall be assured of his/her position for six (6) months, and a position after that.

F. Child Care Leave

1. A child care leave without pay shall be granted for a period of up to one year. A one-year extension may be granted by the Board. The employee requesting such leave shall file a request in writing with the Superintendent. Seniority shall not accrue.
2. The employee shall be allowed to continue in position as long as employee is able to perform tasks.
3. The Board shall have the option of requiring the employee to undergo an examination in accordance with Article 5, D, 6 of this Agreement. At the end of the leave of absence, the Superintendent shall give the employee an assignment to the first opening left or in accordance with Article 10, C, 1 of this Agreement.
4. An employee taking a leave shall be assured of his/her position for six (6) months, and a position after that.

- G. Food Service employees may, at the discretion of the Food Service Supervisor, take up to three (3) unpaid days per year.

ARTICLE 11 - PROMOTIONS, TRANSFERS AND RECLASSIFICATION

A. Promotions

1. When vacancies or new classifications occur, department employees will be given first consideration for promotion provided their training and ability demonstrate that promotion is merited. All vacancies will be filled based on the following considerations of the employee:
 - a. Length of service in the department.
 - b. Ability to do the job as demonstrated primarily by past performance.
2. Employees who are promoted shall be given a sixty (60) working day trial period in which to demonstrate their suitability for the job. If, in the option of the Superintendent or his designee, during or at the end of this trial period the employee does not satisfactorily perform or if the employee desires, the employee shall return to his former classification and job. Wages will begin at the next step of the new classification which will give the employee a raise.
3. In the event a senior applicant is denied a promotion, reasons for denial will be given in writing to such employee; subject to the grievance procedure.
4. During the sixty (60) day trial period the Board may fill the employee's former position with a substitute.

B. Transfers

1. Voluntary transfers within the job classification may be made as the result of written request from the employee to the Superintendent or his designee. Such transfer requests should be made with the knowledge of the supervisor or building principal. Employees within a classification shall be given first consideration, according to seniority.
2. Voluntary transfers from one job classification to another within the bargaining unit will be permitted in the best interest of the school district.
3. An employee who requests and is granted a transfer, shall remain on that job for one year before he becomes eligible to request another transfer. This one (1) year restriction may be waived by the supervisor.
4. Involuntary transfers shall be based on lowest seniority.
5. Transfers between maintenance/custodial and food service departments may be made as the result of a written request from the employee to the superintendent or his/her designee for approval.

ARTICLE 11 - PROMOTIONS, TRANSFERS AND RECLASSIFICATION (Cont.)

- a. Seniority in the department being transferred from shall be frozen, seniority in the department being transferred to shall begin on the date of the transfer. He/she may return to previous department and seniority in case of lay off.
- b. Wage will begin at the next step of new classification which will give the employee a raise. Employees voluntarily transferring to a lower classification will be placed on the same step they were on in the higher classification.

C. **Reclassification**

- 1. When a job within an existing classification is reclassified, the effected person or persons will have first opportunity to fill any vacancies in the new reclassification.
 - 2. Eligibility for a newly established classification shall be based on the employee of highest seniority.
 - a. Length of service with the school district.
 - b. Ability to do the job as demonstrated primarily by past performance.
 - c. A selected board from the Union and Management to determine ability.
 - d. No additional classifications to be instituted unless negotiated.
 - e. All jobs to be posted seven (7) working days when school is in session; two (2) calendar weeks otherwise.
 - f. In promotions
 - (1) Seniority ranks first.
 - (2) Ability ranks second.
- D. Employees shall be provided job descriptions upon request, when available.
- E. Food service, custodian and maintenance positions will be posted as they become available through retirement, termination, resignation, or layoff.

ARTICLE 12 - COMPENSATION

July 1, 1993 - December 31, 1993

	<u>Bldg. Eng.</u> <u>Grnds. Ldr.</u> <u>Whse. Ldr.</u>	<u>Custodian</u> <u>Grounds-</u> <u>Person</u>	<u>Unit</u> <u>Manager</u>	<u>Cook</u> <u>and</u> <u>Baker</u>
1st Year	\$11.07	\$10.33	\$ 9.02	\$ 8.16
2nd Year	11.34	10.63	9.15	8.29
3rd Year	11.61	10.89	9.40	8.40
4th Year	11.88	11.17	9.70	8.64
5th Year	12.15	11.46	9.95	8.84
6th Year	12.46	11.73	10.21	9.07

January 1, 1994 - June 30, 1994

	<u>Bldg. Eng.</u> <u>Grnds. Ldr.</u> <u>Whse. Ldr.</u>	<u>Custodian</u> <u>Grounds-</u> <u>Person</u>	<u>Unit</u> <u>Manager</u>	<u>Cook</u> <u>and</u> <u>Baker</u>
1st Year	\$11.28	\$10.54	\$ 9.19	\$ 8.32
2nd Year	11.56	10.84	9.33	8.46
3rd Year	11.84	11.11	9.59	8.57
4th Year	12.12	11.39	9.89	8.81
5th Year	12.39	11.69	10.14	9.02
6th Year	12.71	11.96	10.41	9.25

July 1, 1994 - December 31, 1994

	<u>Bldg. Eng.</u> <u>Grnds. Ldr.</u> <u>Whse. Ldr.</u>	<u>Custodian</u> <u>Grounds-</u> <u>Person</u>	<u>Unit</u> <u>Manager</u>	<u>Cook</u> <u>and</u> <u>Baker</u>
1st Year	\$11.51	\$10.75	\$ 9.38	\$ 8.49
2nd Year	11.80	11.05	9.52	8.62
3rd Year	12.07	11.33	9.78	8.74
4th Year	12.36	11.62	10.09	8.98
5th Year	12.63	11.92	10.34	9.20
6th Year	12.96	12.20	10.62	9.43

ARTICLE 12 - COMPENSATION (Continued)

January 1, 1995 - June 30, 1995

	Bldg. Eng. Grnds. Ldr. <u>Whse. Ldr.</u>	Custodian Grounds- <u>Person</u>	Unit <u>Manager</u>	Cook and <u>Baker</u>
1st Year	\$11.74	\$10.96	\$ 9.56	\$ 8.65
2nd Year	12.03	11.27	9.70	8.79
3rd Year	12.31	11.55	9.97	8.91
4th Year	12.60	11.84	10.29	9.16
5th Year	12.88	12.16	10.55	9.38
6th Year	13.22	12.44	10.83	9.62

1. Employees shall move from step to step during the period July 1, 1993 to June 30, 1995, pursuant to 3 below.
2. All employees employed in a classified position will begin employment at the minimum appropriate pay range of the classification listed.
3. Those employees who hire in prior to January 1, move up an increment on the next July 1. Those who hire in after January 1, move up an increment on July 1 following the next July 1.
4. Substitutes working in one of the listed classifications shall be paid the minimum hourly wage rate for that classification after sixty (60) working days continuous service in said job or position.
5. In the event classes are cancelled as a result of an Act of God, including but not limited to inclement weather, boiler failures, electrical failures, etc., employees not required to report for work shall receive their regular pay for such days provided the employee is not required to make the days up to fulfill state requirement of school year. Employees required to report for work shall receive a compensatory day off work with pay.
6. Shift differential: Employees who start their work shift between the hours of 10:00 p.m. and 5:00 a.m. shall receive an additional 5¢ per hour worked.
7. Paychecks: Employee paychecks shall be distributed to employees in sealed envelopes.

ARTICLE 12 - COMPENSATION (Continued)

8. Employees who are employed by the Board shall receive an annual longevity payment according to the following schedule:

	<u>1993-94</u>	<u>1994-95</u>
After completion of 10 years -	\$160.00	\$220.00
After completion of 15 years -	\$210.00	\$270.00
After completion of 25 years -	\$310.00	\$370.00

These payments shall be paid in one lump sum in December, and the employee must be actively employed during December to receive payment and must notify the Employer in the year they become eligible or change steps on the longevity scale. The Employer will pay the longevity even if there has been an oversight when and/or if the oversight is caught and brought to the attention of the Employer.

9. New hires shall be paid twenty-five cents (25¢) per hour less than the first year wage rate during their probation period.
10. Employees working in a supervisory position for four or more hours per day will receive an additional twenty-five cents (25¢) per hour while working in that position that day.
11. Work leader and building engineer positions (maximum of eight) will be paid \$300 for the purchase of tools to perform their duties. Payment will be made the first pay in January.

ARTICLE 13 - NO STRIKE CLAUSE

The Union agrees that during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sitdown, stayin, slowdown or work interference or curtailment of any kind for any reason. The Union agrees it will not cause or permit its members to cause, nor will any member of the Union take part in any picketing of any of the District's schools or buildings.

The Union further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sitdowns, stayins, slowdowns, picketing, or work interference or curtailments of any kind by notifying the employees and the public that it disavows these acts.

All stewards, and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strikes, sitdowns, stayins, slowdowns, picketing, or work interference or curtailments of any kind.

The Union agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to present the employee's case to the Board.

ARTICLE 14 - RULES AND REGULATIONS

- A. Prior to employment, each prospective employee shall provide by certification of his private physician evidence of:
 - 1. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
 - 2. Freedom from active tuberculosis and other communicable diseases.
- B. The Board may at its discretion require that all employees undergo physical and medical tests and examinations by a Board appointed doctor when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, etc. All such examinations, if required, will be at the Board's expense.
- C. The Board may at its discretion require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in lost work time.
- D. At least one every three years thereafter such employee as may be required by law or by the Board shall show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray through an examination by the Board's designated physician at the Board's expense.
- E. The employee is directly responsible to the Director of Business Affairs and supervisor of the Director's designee.
- F. The custodian's relationship with the teachers should always be obliging, friendly and courteous. His chief aim should be to serve the educational process so that the teachers may do a better job of teaching. Often it will be necessary to modify the day's work to assist the teacher. This should be done as pleasantly as possible.
- G. There shall be no other avocation practiced while on duty as an employee of this school district.
- H. Building engineers, grounds leaders, and unit managers are the work leaders in their respective departments. In addition to specific duties as listed in their job descriptions, they are to carry out the orders of their supervisors as leaders of the work force rather than as supervisor. Their responsibility is to see that the work force they lead carries out the work orders of the Supervisors. In the event of non-compliance by the work force, they are to notify their supervisors so that the Supervisor may take corrective action.

ARTICLE 15. - GENERAL

- A. This Agreement supersedes all previous agreements, verbal or written, or based on alleged District practices, between the District and its employees or the Union and constitutes the entire agreement between the parties. Any employee benefits not expressly provided for herein may be discontinued at any time at the sole discretion of the District. Any amendment or agreement supplemental here to shall not be binding upon either party unless executed in writing by the parties hereto.
- B. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.
- D. Subcontracting: The Employer shall have the right to subcontract provided that bargaining unit employees are not laid off or do not suffer a reduction in hours or work as a direct or indirect result of such subcontracting.
- E. Absenteeism: Employees who are excessively absent shall be subject to corrective progressive discipline which may lead to their discharge.
- F. Job Evaluations: Unit managers and building engineers may be used in evaluating an employee's job performance, however, the final evaluation shall be made by the supervisor or principal.

ARTICLE 15 - GENERAL (Continued)

- G. The Employer agrees to place Salem and Sayre schools under the custodial contract. This eliminates the need to lay off an employee during the 1983-84 school year, and reduces the number of possible layoffs in the future. The Union agrees to allow the Employer to staff the schools from within the present work force. If, however, an employee should be terminated and no employees are on layoff, the Employer reserves the right to subcontract if the bargaining procedure should fail to produce an agreement.
- H. Normal daily building hours for each cafeteria will be used as the guideline in cases of absences.
- I. When a supervisor goes back into the Union he/she retains the seniority he/she had before becoming a supervisor.
- J. When a supervisor goes back into the Union, he/she will bump into the lowest seniority full-time position, retaining the seniority he/she had before becoming a supervisor. However, for purposes of job transfer, assignment, promotion and overtime, the returning supervisor shall be slotted at the bottom of the seniority list. This restriction on the use of seniority shall expire one (1) year after returning to the bargaining unit.
- K. Both parties recognize the need for unbiased, accurate performance evaluations. To this end the parties shall jointly devise a performance evaluation system. It is understood that the Administrations decision is final should there be any areas of dispute. A final system shall be agreed upon within ninety (90) working days after ratification of this Agreement. The ninety days may be extended by mutual consent.

ARTICLE 16 - DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of July 1, 1993 and shall continue and remain in full force and effect to and including June 30, 1995.

Any new Agreement reached prior to June 30, 1995 shall be effective July 1, 1995. Any Agreement reached after said dates shall be effective upon such date as shall be set by the parties.

If good faith negotiations are in progress at the expiration date of this Agreement, the Agreement may be extended by mutual agreement, with the exception of incremental raises, until a new Agreement is reached.

B. If any negotiations described in Section "A" above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

C. IN WITNESS WHEREOF, the Union and the Board have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first written above.

Board of Education
South Lyon Community Schools

Service Employees International Union
Local 79-M, AFL-CIO

Peggy Connolly 6-21-93
President Date

Tommy G. Ray 7-8-93
President Date

George A. Elliot 6/21/93
Secretary Date

Annette Yuerster 7-29-93
Vice President Date

Kevin R. Lundquist 7/27/93
Secretary Date

Paul A. Leonard 8-6-93
Treasurer Date

MEMORANDUM OF UNDERSTANDING

Between

BOARD OF EDUCATION
SOUTH LYON COMMUNITY SCHOOLS

- and -

LOCAL 79-M
SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO

Pursuant to the Agreement of the parties reached in negotiations which resulted in the principal labor agreement dated July 1, 1984 through June 30, 1986, food service employees shall be paid double time for outside contract work performed on Saturday or Sunday, and time and one-half (1½) for outside contract work performed on Monday through Friday.

Dated: 7-8-93

For the Board of Education of
South Lyon Community Schools

By Lynnda Black

Title Asst. Supt.
Admin. Services

For Local 79-M, Service Employees
International Union, AFL-CIO

By Sommie G. Ray

Title Pres. LOCAL 79-M