

June 30, 1972

Clarenceville School District

AGREEMENT BETWEEN

CLARENCEVILLE SCHOOL DISTRICT
Of Oakland and Wayne Counties

and

LOCAL 118 - CLARENCEVILLE CHAPTER
COUNCIL NO. 23, AFSCME AFL-CIO

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CLARENCEVILLE SCHOOL LOCAL 118 - CHAPTER

Preamble

This Agreement made and entered into this _____ day of _____ 1969, by and between the Clarenceville School District of Oakland and Wayne Counties, Farmington, Michigan, hereinafter called the "School District" and Local 118 (Clarenceville Chapter) Council No. 23, A.F.S.C. & M.E., AFL-CIO hereinafter called the "Union".

Witnesseth

Whereas the School District and the Union mutually recognize and acknowledge that the best interest of the student body and the community will be protected and served by an agreement between the parties hereto which will promote and insure peaceful industrial and economic relations between the parties during the term of this agreement:

It is hereby mutually agreed as follows:

ARTICLE I

Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School District does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of the employees of the School District included in the Bargaining unit described below:

Maintenance-custodial, cafeteria, mechanic, warehouseman, and garage helper.

ARTICLE II

AID TO OTHER UNIONS

The School District will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization which would represent the same group of employees.

ARTICLE III

UNION SECURITY

Agency Shop

- A. Each employee who, on the effective date of this agreement, is a member of the Union and has Authorized Dues Deductions shall do so with the understanding the deductions shall continue for the length of the contract.

- B. Any newly hired employee who is not a Union member and does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues, assessments, and initiation fee. Employees who fail to comply with this requirement within 30 days of this agreement or hiring date, shall be discharged by the employer providing the following steps are taken.
 - 1. The union has notified the employee by letter (copy to the employer) concerning such delinquency and warning him of the termination report to the employer.

 - 2. The employer will comply with the request for termination only if he is completely satisfied that all conditions of this agreement are met.

- C. See letter of understanding relative to exemption. (Attached to this contract.)

- D. The Union will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this section of the agreement.

ARTICLE IV

UNION DUES - INITIATION FEES - CHECK OFF

Section 1.

- a. **Payment by Check-Off:** Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off Dues form. The School District will submit to each employee an Authorization for Check-Off of Dues form to be signed upon employment, transfer, or reinstatement into the Bargaining Unit. The initiation fee and monthly dues, as stipulated by the Union, will automatically be put into effect according to Article II, Section 1 of this Agreement.

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, the School District agrees to deduct Union membership dues 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 of Dues form; it being understood that in those cases where no earnings are available, no deductions will be made.

- b. **When Deductions Begin:** Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is put into effect (according to Article III, Section B) and shall be deducted from the first pay of the month and each month thereafter.
- c. **Remittance of Dues to Financial Officer:** Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for when dues have been deducted between the fifteenth (15th) and thirtieth (30) day of the current month.
- d. **Termination of Check-Off:** 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 School District of the names of such employees following the end of each month in which the termination took place.
- e. **Disputes Concerning Membership:** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the School District and representatives of the Local Union, and if not resolved may be decided at the third step of the grievance procedure.

ARTICLE V

REPRESENTATION

The members of all Union Committees recognized by the District for purposes of collective bargaining shall have to be seniority employees with the Clarenceville School District.

The names of all Union Committee members shall be submitted in writing to the District by the Union upon selection or appointment to a recognized committee.

The District agrees to recognize a bargaining committee which shall be composed of no more than six (6) based on the present composition of the bargaining unit. This shall include representatives from the Council No. 23 and/or the International.

ARTICLE VI

STEWARDS AND ALTERNATE STEWARDS

The District agrees to recognize a Grievance Committee which shall be composed of a Chief Steward and a number of Stewards or Officers. The Stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:

- a. The custodial/maintenance group shall be represented by one (1) steward on each shift, for a total of two (2) stewards.
- b. The cafeteria group shall be represented by one (1) steward.

During overtime periods where three or more employees are assigned but in which a steward is not working, the Chief Steward may designate one of the working employees as temporary steward for the overtime period. In such case, verbal notification to the appropriate school authority shall be sufficient.

ARTICLE VII

SPECIAL CONFERENCE

The District agrees to meet in special meetings, through its bargaining committee, which may include attorney and/or professional negotiators, with the Union bargaining committee, which may, at the Union's option, include Council and/or International Representatives of the Union, to consider all matters which come properly before said committees. Special meetings on the important matters between the parties will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of items on the agenda.

ARTICLE VIII

SUPPLEMENTAL AGREEMENTS

It is contemplated that matters not specifically covered by this agreement, but of common concern to the parties, shall be subject to professional negotiations between said parties from time to time during the period of this agreement and only in mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Each party shall have the right to control and select its own bargaining representatives. No amendment to this agreement shall be effective unless ratified by the District and the Union.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals and consider proposals subject only to ultimate ratification. Anytime in the course of negotiations or bargaining each team may caucus separately and with brevity.

ARTICLE IX

GRIEVANCE PROCEDURE

A claim by an employee(s), that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

Grievances shall be deemed invalid, if not presented at Step 1 within ten (10) working days of their occurrence or knowledge thereof. Grievances shall be deemed invalid if not appealed within five (5) working days from decisions at any level.

If at the end of five (5) days of receipt of a grievance at any step no action is taken, the grievant may go to the next step.

All grievances at any level must be presented in writing to be valid. All answers or decisions relating to grievances must be given in writing to validate authority therein.

Step 1

1. If an employee feels that he has a grievance, he shall submit this to his steward.
2. The steward shall discuss the grievance with the immediate supervisor.

ARTICLE IX - GRIEVANCE PROCEDURE - Continued

Step 2

If the immediate supervisor's answer is not satisfactory, the grievance shall be referred to the Department Head. A meeting shall be arranged to discuss the grievance, within seven (7) calendar days.

Step 3

If the Department Head is unable to resolve or satisfy the grievance within five (5) working days the employee shall refer the grievance to the Superintendent of Schools. If the Superintendent is unable to resolve the grievance within ten (10) working days, it shall then be referred to the Board.

Step 4

If the Board of Education or its designees and the Union are unable to agree on a disposition of the grievance, the parties will attempt to resolve the matter through the advisory services of the State Labor Mediation Board.

ARTICLE X

DISCHARGE OR SUSPENSION

Discharge or suspension of any employee will automatically be referred to special conference. Such special conference shall be held within five (5) working days from the date of discharge or suspension. Disposition of conference shall be issued in writing. If disposition of conference is not satisfactory, case shall go to Step 3 of grievance procedure.

a. Reprimands

Employees shall be notified in writing, with a copy to the steward, concerning any subject matter which could be construed as detrimental to the employees future promotion, transfer, present or future employment.

ARTICLE XI

SENIORITY

Sec. 1. The seniority of all employees on the list shall commence with the last date of hire by the Clarenceville School District. The Union shall be furnished a list setting forth, in the order of their seniority, each employee's name, effective hiring date, and classification. When more than one employee is hired on the same date seniority shall be determined by alphabetical sequence according to name. Such list shall be revised each six months, with copies given to the Union. A seniority list by classifications will similarly be provided.

ARTICLE XI - SENIORITY - Continued

Sec. 2. Seniority shall be applied first within classifications, then occupational groups, and finally District wide.

Sec. 3. Probationary employees.

A. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar days probationary period shall be accumulated within not more than one hundred twenty (120) calendar days. When an employee finishes the probationary period, by accumulating ninety (90) calendar days of employment within not more than one hundred twenty (120) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages and hours of employment, except discharged and disciplined employees for other than Union activity.

ARTICLE XII

LOSS OF SENIORITY

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- a. If the employee quits.
- b. If he is discharged and the discharge is not reversed through the grievance process of the Agreement.
- c. If he is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
- d. If he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
- e. If he overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School Administration and/or fails to give explanations satisfactory to the School Administration.
- f. If he is on layoff for a period exceeding two (2) years or the duration of his seniority at the time of layoff, whichever is greater.

ARTICLE XIII

PROMOTIONS

A. Promotions within the bargaining unit shall be made on the basis of seniority. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place giving job description and rate of pay in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a thirty (30) day trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

B. During the thirty (30) day trial period, the employee shall have the opportunity to revert back to his former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for Step 3 of the grievance procedure.

C. During the trial period, employees will receive the rate of the job they are performing with a wage greater than his present salary. The employee will receive the rate of the job that puts him on the 18th month schedule and the maximum pay within six months.

D. Employees required to work in a higher classification over five (5) days because of a promotion, shall be paid the rate of the higher classification.

E. Filling Temporary Vacancies

Employees qualified and required to work in a higher classification for five (5) working days or more shall be paid the rate of the higher classification for the entire period. Filling vacancies shall be according to seniority and ability. If an employee is required to work in a lower classification the employee shall be paid at his regular rate.

It is understood that this policy is not applicable during summer vacations.

ARTICLE XIII - PROMOTIONS - Continued

F. Transfers

A. If an employee is temporarily transferred to a position under the employer not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement. Temporary transfers shall be limited to ninety (90) days.

B. The employer shall have the right to transfer employees from one building to another whenever it is in the best interest of the operation, except that employees will not be demoted or lose seniority rights as a result of such transfer. Should the affected employees object to said transfer, he shall do so through the grievance procedure.

ARTICLE XIV

RATES FOR NEW JOBS

When a new job is placed in a bargaining unit and cannot be properly placed in an existing classification, the employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rates are proper, it shall be subject to negotiations.

ARTICLE XV

LAYOFF AND RE-CALLS

If a layoff becomes necessary, that employee with least seniority in his category shall be first laid off and so on in seniority rating. Laid off employees shall be recalled in the inverse order of the layoff.

In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the District, the employees immediately affected may be laid off without regard for seniority for a period not to exceed one week. Temporary layoffs which exceed the one (1) week period shall thereupon be regulated by seniority application.

ARTICLE XVII

LEAVES OF ABSENCE

Leaves of absence with pay not chargeable against the employee's sick time shall be granted for the following reasons:

1. Leave with pay

- a. Absence when an employee is called for jury service. Any employee shall receive the difference between jury duty pay and the employee's regular pay. Not to be charged to sick leave.
- b. Court appearance or subpoena as a witness in any case connected with the employee's employment for the school or whenever the employee is subpoenaed to attend any school connected proceedings. Not to be charged to sick leave.
- c. Any employee shall be allowed a maximum of five (5) days for death in the immediate family as defined; the immediate family shall be interpreted as husband or wife, mother, father, brother, sister, son or daughter, mother and father of spouse of the District employee. Not to be charged to sick leave.
- d. Any employee shall be allowed one (1) days absence with pay due to the death of any other relative or member of the household not specified in Article XVII, Section c. Not to be charged to sick leave.

2. Leave Without Pay

Eligibility for any leave of absence requires a minimum of two (2) years continuous employment with the school district immediately prior to such leave of absence. Leave of absence up to one (1) year without pay may be granted upon written request. An extension of the leave of absence may be granted by the District.

While an employee is granted a leave of absence, he shall retain the following rights held by him before such leave was granted:

- a. A position on the staff if available.
- b. Upon returning from a leave of absence the unused sick leave held at the start of the leave of absence will be retained by the employee.
- c. The employee will be credited with full seniority accumulation to the date of the beginning of the leave of absence.

ARTICLE XVII - LEAVES OF ABSENCE - Continued

3. Leave of absence up to one year, for specific reasons shall be governed by the following:

Health and/or Maternity Leave:

- a. A leave of absence for reasons of health or recommended by a physician, shall be granted up to a maximum of one year and will commence after all accumulated sick time has been used.
- b. The employee seeking to return to employment after a health leave shall give the District not less than 30 days written notice of his/her intent to return.
- c. The employee is entitled to a position on the staff at the end of the leave if medically qualified. A reduction in the staff may be necessary to create a vacancy for the returning employee, if so that employee in classification with the least seniority shall be released.
- d. A maternity leave shall be granted for one year upon proper certification of pregnancy by a physician. All maternity leaves shall be in effect not later than the on-set of the fifth month of pregnancy. However, in all cases of pregnancy, the District shall have the right to place any employee on maternity leave at anytime during her pregnancy. No compensation shall be paid after the date of pregnancy leave and sick leave pay shall not be paid for any leave granted because of pregnancy.

4. Military Leaves of Absence:

Military leaves of absence are covered under the National Selective Service Act as Amended, 1940.

1. Any employee who enters either active or inactive training or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Seniority will accumulate during the period of such leave. Upon termination of such leave, the employee shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he meets the following requirements:
 - a. Has not been dishonorably discharged.
 - b. Is physically able to do the work.
 - c. Reports for work within (90) ninety days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

ARTICLE XVII - LEAVES OF ABSENCE - Continued

2. The seniority of any employee who fails to report for work within the times specified in Paragraph 4, 1. (c) on the preceding page, shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.
3. As used in this paragraph "Armed Forces of the United States" is defined as, and limited to, the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard, or any reserve component thereof.
5. Leave for Union Business

A member of the union elected as a delegate to attend the bi-annual International Union Convention shall be allowed time off without loss of time or pay to attend such convention. The length of time shall not exceed three (3) days.

A member appointed or selected to a position with the Council and/or International Union shall be granted up to one year's leave (without pay) and upon request with renewals each six (6) months after that. He shall retain his seniority.

ARTICLE XVIII

WORK SCHEDULES

- A. The normal work week shall be forty (40) hours and beginning after 12:01 A.M. on Mondays.
- B. The normal work day shall be eight (8) hours.
- C. The day shift is any shift starting before 12:00 noon.
- D. The afternoon shift is any shift starting after 3:00 P.M. but no later than 7:00 P.M.
- E. The parties to this agreement mutually subscribe to the principle of a fair days work for a fair days pay.
- F. In a normal work day there shall be two (2) 15 minute rest periods - one (1) about mid point of the first four (4) hours and one (1) about mid point of the second four (4) hours.
- G. Cafeteria employees starting and quitting time may vary according to each school's needs as determined by management.
- H. If school is officially closed due to any act of God, any employee reporting and working shall be given a compensatory day off mutually agreed upon by the employee and management and those unable to get to work shall be paid the normal days base pay.

ARTICLE XIX

DISTRICT RIGHTS

The District retains all rights and powers in accordance with applicable laws and regulations to manage the enterprise and to direct and assign the employees so far as it does not conflict with this Agreement.

ARTICLE XX

TEMPORARY EMPLOYMENT

- (a) With respect to hiring of temporary employees, their employment will be considered as an emergency need and in most cases for the summer only. However, in no case will the period of employment for these employees exceed ninety (90) consecutive days.
- (b) Wage rates of temporary employees shall not exceed those of regular employees.
- (c) The employer shall have the right to employ students provided no regular employee is deprived of his work.

ARTICLE XXI

PAY ADVANCE

- A. If a regular pay day falls during an employee's vacation, he will receive that check or checks in advance before going on vacation. Should an employee change his vacation, he must make a request for his check three (3) weeks before leaving, if he desires to receive it in advance.
- B. If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- C. Rate during vacations: Employees will be paid their current base rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE XXII

UNIFORM PROGRAM

Clothing Allowance:

An allowance up to \$35.00 toward uniforms or linen service shall be given to all twelve (12) month employees defined in this Agreement. An allowance up to \$25.00 toward uniforms or linen service shall be given to all employees defined

ARTICLE XXII - UNIFORM PROGRAM - Continued

in this Agreement who work less than twelve (12) months. The mechanic shall be furnished three (3) uniform changes per week.

New employees starting during the school year will have the allowance prorated from the date of hire to the end of the school year - June 30th.

ARTICLE XXIII

OVERTIME

- A. Overtime shall be defined as hours worked continuously in excess of eight (8) in any work shift as defined, or in excess of forty (40) hours in any work week as defined.
- B. Whenever possible within a classification overtime shall be on a rotating basis.
- C. The rate for overtime pay shall be one and one-half times the regular hourly rate for all hours worked on Saturday or Sunday.
- D. Any employee who works a recognized holiday or recess day as expressed in this agreement shall be paid at double time plus a compensatory day off mutually agreed upon by the employee and management.
- E. Employees called in for extra activities shall be paid at the rate of time and one half.
- F. Employees called in for emergency shall be paid a minimum of two (2) hours at time and one half.

ARTICLE XXIV

SHIFT PREMIUM PAY

All employees in the bargaining unit whose shift starts at 3:00 p.m. or later but before 5:00 a.m. shall receive .10 cents per hour added to their normal hourly wage as a shift premium bonus.

ARTICLE XXV

HOLIDAYS

The following shall be paid holidays and recess days:

ARTICLE XXV - HOLIDAYS - Continued

HOLIDAYS

January 1st
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

RECESS DAYS

Friday after Thanksgiving
Good Friday

- December 26, 1969 and January 2, 1970.

If a legal holiday falls on a Saturday compensatory time off shall be granted. In order to qualify for paid holidays an employee shall be required to work the regular work day before and after such holiday.

ARTICLE XXVI

SUBCONTRACTING

The School District will not subcontract out any work normally performed by its work force as long as employees are available and the necessary equipment is owned by and available to the School District. Work that is subcontracted will be on the basis of - workmanship required, guarantees, to meet code standards or work that would be more economically done by a contract and work contracted will not cause loss of work or layoff.

ARTICLE XXVII

UNION BULLETIN BOARDS

A. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

B. A copy of notices will be forwarded to the Employer.

C. The membership of this bargaining unit shall have the privileges of using appropriate school buildings facilities at all reasonable hours according to District policy and for union business.

ARTICLE XXVIII

VACATIONS

Full time employees shall be granted a vacation with pay as follows:

Less than one year shall be computed on the basis of 5/6 of a work day per each full month of service.

One (1) to ten years service -----Two (2) weeks vacation

Ten(10) to fifteen (15) years of service -----Three (3) weeks vacation

Sixteen (16) years and over of service -----Three (3) weeks plus one
(1) day per year to maximum
of four (4) weeks vacation.

ARTICLE XXIX

SICK LEAVE

All full time employees shall be allowed sick leave of twelve (12) days per year at the regular rate of pay:

- a. All employees must report all absences, at least one (1) hour prior to normal starting time.
- b. These sick days are not to be taken immediately before or following a vacation, a holiday or a recess day.
- c. More than two (2) consecutive days absence must be supported as a physician certified illness.

The unused portion of each year's sick days shall be allowed to unlimited accumulation as sick leave. The purpose of accumulated sick days is for the financial protection of the employee in the event of an during personal illness. Medical proof of such illness shall be the basis for granting sick leave pay for days used from accumulated sick leave.

ARTICLE XXX

PERSONAL BUSINESS

Personal Business days, not to exceed two (2) days in any year shall be allowed employees without loss of pay or deduction from sick leave.

ARTICLE XXXV

WORKMANS COMPENSATION

Each employee will be covered by the applicable Workmans Compensation laws. The employer will supplement the benefits as follows:

1. Difference between benefits paid under the Workmans Compensation and an employee's regular pay figured at straight time hourly rate exclusive of shift premium.
2. That this benefit be paid not to exceed 90 working days at which time the employee can use his accumulated sick and vacation days.

ARTICLE XXXVII

INSURANCE

(a) Hospitalization.

The District shall pay the full cost of Blue Cross-Blue Shield MVF-1 Master Medical with ML Rider for all full time employees and their family.

(b) Life Insurance

The District shall provide a \$2,500. group term life insurance policy for all full time employees covered under this Agreement.

ARTICLE XXXVIII

MISCELLANEOUS PROVISIONS

OPEN PERSONNEL FILE

Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given opportunity to read such material. "Non-confidential" is herein defined to mean all material placed in such file subsequent to employment.

Each employee may submit his written and signed answer to any such material and the answer shall be included in his personnel file.

Each employee may examine his current employment record.

ARTICLE XXXVIII - MISCELLANEOUS PROVISIONS - Continued

MILEAGE

Employees required to use their own transportation in performing their job shall be paid at the rate as provided in the present Board Policy.

INFORMING EMPLOYEES

The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the District and presented to all members of this Union now employed or hereafter employed by the District.

This Agreement shall supersede any rules and/or regulations of the District which are contrary to or inconsistent with the terms herein.

PHYSICAL EXAMINATIONS

In order to provide continuing health protection for students and other school personnel it is agreed that:

- a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year and that such physical examination fee to be reimbursed by the District not to exceed \$7.00.
- b. That the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, evidence of the test to be submitted to the District. Cost to be borne by School District.
- c. If, for any reason, the District requests an employee to have an additional physical examination by his own physician or one recommended by the District, such an examination shall be at the expense of the District.

ARTICLE XXXIX

RATIFICATION

This Agreement shall be submitted to the membership of the Bargaining Unit covered by this Agreement for ratification. Further this same Agreement shall be submitted for ratification by the Board of Education of the Clarenceville School District.

ARTICLE XXXX

DURATION OF AGREEMENT

This Agreement and the provisions herto, when signed by the proper officers of the District and the Union shall become operative as of July 1, 1969 and shall continue to and include June 30, 1972.

However, sixty (60) days prior to the first of May of every year of this Agreement, the parties agree to meet to negotiate revisions of the hourly rates and fringe benefits identified herein based upon an evaluation of the Districts than available operating funds for payment of wages and fringe benefits.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written:

BOARD OF EDUCATION-CLARENCEVILLE
SCHOOL DISTRICT

By _____ President

By _____ Secretary

CLARENCEVILLE CHAPTER-LOCAL 118,
COUNCIL NO. 23-AFSCME, AFL-CIO

By _____ President

By _____ Secretary

APPENDIX A

AGENCY SHOP EXEMPTION PROVISION

It is the understanding of both parties of this Agreement, that all employees covered by this contract as of June 30, 1969, who were not members of this Union would be exempt from joining or paying dues if they so desire.

APPENDIX B - SALARY SCALE AND FRINGE BENEFITS

Classification	Wage Progression effective July 1, 1969				
	Start	90 Days	1 Year	18 Mos.	2 Years
Maintenance	3.52	3.67	3.77	3.82	3.92
Head Building Custodian Senior High	3.52	3.67	3.77	3.82	3.92
Junior High	3.42	3.57	3.67	3.72	3.82
Head Building Custodian Elementary Schools	3.32	3.47	3.57	3.62	3.72
Pool Operator	3.32	3.47	3.57	3.62	3.72
Custodian	3.02	3.17	3.27	3.32	3.42
Building Service Helper	2.82	2.97	3.07	3.12	3.22
Matron	2.82	2.97	3.07	3.12	3.22
Warehouseman	3.22	3.37	3.47	3.52	3.62
Mechanic	3.77	3.92	4.02	4.07	4.17
Garage Helper	3.02	3.17	3.27	3.32	3.42
Part Time - Substitute	2.70	-	2.80	-	2.90
<u>X Cafeteria</u>					
*Manager/Cook	2.30	2.45	2.55	2.60	2.70
*Cook/Helper	2.00	2.15	2.25	2.30	2.40
Substitute	2.00	-	-	-	-

A. All afternoon/evening employees shall be paid ten cents (.10) per hour as a night bonus.

B. All employees in this bargaining unit shall be paid every other Friday.

X "Premium Pay Employees"

* Ten cents (.10) per hour will be added to the indicated rate at all steps for premium pay employees in lieu of vacation, recess time, holiday and insurance benefits except for paid single subscription Blue Cross benefits.

All "premium Pay" employees shall be credited fully for all accumulated sick days through June 30, 1967. That said accumulated sick time shall be a matter of record in the bookkeeping department of the district. Further, that beginning with July 1, 1968 each employee will have ten (10) days sick leave on a prorated basis in accord with hours worked, a pro-rated factor of four and one half (4 1/2) hours is recommended for accounting purposes in computing sick time to cook/helpers. A pro-rated factor of five and one half (5 1/2) hours is recommended for accounting purposes in computing sick time to manager/cooks.