

AGREEMENT

Between

DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7

and

SERVICE EMPLOYEES INTERNATIONAL UNION,
Local 79, AFL-CIO

Term: July 1, 1972
to June 30, 1974.

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>	<u>Article</u>	<u>Title</u>	<u>Page</u>
I	Recognition	1	XVII	Work Year	9
II	Management Rights	1	XVIII	Health & Safety	9
III	Representation	2	XIX	Jury Duty	9
IV	Seniority	2	XX	Death Benefits	9
V	Union Dues	4	XXI	Sick Leave	9
VI	Resignation and Retirement	5	XXII	Personal Leave Days	10
VII	Grievance Procedure	5	XXIII	Death in the Family	10
VIII	Vacancies, Promotions & Transfers	6	XXIV	Out of Class Pay	10
IX	Overtime and Additional Time	7	XXV	Miscellaneous	11
X	Night Shift Premium	7	XXVI	Leaves of Absence	11
XI	Group Leaders	8	XXVII	Workman's Compensation	12
XII	New Classifications	8	XXVIII	Vacations	12
XIII	Union Meetings	8	XXIX	Holidays	12
XIV	Changes in Contract	8	XXX	Wages	13
XV	Insurance Protection	8	XXXI	Duration and Amendment	13
XVI	Lost Time & Grievance Meet.	9		Exhibit A	14

Dearborn Heights School District #79

ARTICLE I. RECOGNITION

Section 1. The Board and its agents hereby recognize the Service Employees' International Union, Local 79, AFL-CIO as the exclusive and sole bargaining representative for all the permanent part-time custodians, full-time Custodial Maintenance Personnel and Maintenance Personnel, but excluding Head Custodians and all other employees and supervisors.

The term "Custodian" when used hereinafter in the Agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined, for the purpose of collective bargaining in accordance with Act 379 of Public Acts of 1965.

Section 2. The Board and its agents agree not to negotiate with any individual or group other than the bargaining officers of the Union for the duration of the Agreement. The Board and its agents recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

ARTICLE II. MANAGEMENT RIGHTS

Section 1. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiation with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation the right to:

(a) Manage and control the District on behalf of the public, including the right to plan, direct, and control its operations, its working forces, and its affairs.

(b) Continue its rights and past practice of assignments and directions of work to all of its personnel, and hours of work and starting times and scheduling of all the foregoing, but not in the conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work assignments or business or school hours or days.

(c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees with just cause, transfer employees, assign work or extra duties to employees, (if above the employees classification such assignments will be temporary and of short duration), determine the size of the work force and to lay-off employees so long as such action does not conflict with the Seniority and Lay-Off and Recall provisions of this Agreement.

(d) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods and schedules.

(e) Adopt, put into effect and enforce reasonable rules and regulations.

(f) Determine the qualifications of employees, including physical conditions. If required by the Board, said physical conditions shall be determined by the appropriate Medical Officer at Oakwood Hospital in Dearborn.

(g) Determine the number and location or relocation of buildings, offices and facilities, the layout and the equipment.

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

Section 2. The matters contained in this Article, except where specifically qualified elsewhere in this Agreement, are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III. REPRESENTATION

Section 1. The Union membership shall be represented by a bargaining committee of not more than six (6) members elected by the Union Membership. In addition, there shall be one (1) representative from the AFL-CIO, Local 79. All elected members of the committee must be employees of the school district who have successfully completed their probationary period.

Section 2. The Union shall present to the Board a list of Stewards elected by the Union membership within ten (10) days after the election.

Section 3. The Bargaining Committee will be the official committee of the Union for the purpose of conducting contract negotiations.

Section 4. The elected Stewards will act for the Union in the settling of Grievances, with the assistance of the Union President or Representative.

ARTICLE IV. SENIORITY

Section 1. (a) Full time cleaning maintenance custodians are all employees who have been hired as full-time employees and are regularly scheduled to work a forty (40) hour week.

(b) Part-time cleaning custodians are all employees who have been hired as part-time permanent employees and are regularly scheduled to work less than forty (40) hours a week.

(c) A single seniority list will be maintained for purposes of permanent lay-off during the normal school year (September to June), promotion and recall. This list is not to be construed as showing equality between the part-time cleaning custodians and the full-time cleaning maintenance custodians classifications, but solely as a basis for lay-off and promotion. This list will be compiled by using a pro-rated formula based on months worked per year. If a part-time cleaning custodian refuses or cannot qualify for a full-time position, their seniority will be calculated from that date on a pro-rated per-hour, per-month basis and the adjustment made accordingly on the seniority list. Those part-time cleaning custodians who refuse or cannot qualify for a full-time position will not again be eligible for another opportunity until every employee on the seniority list has had their turn.

(j) Seniority will not be affected by race, sex, age, marital status or dependents of the employee.

Section 2. Temporary adjustments not to exceed five (5) working days shall be made by the Board of Education.

Extended reductions in personnel (more than five (5) working days) will be made as follows:

- (a) Probationary personnel will be the first to be laid off.
- (b) If further lay-offs are necessary it will be according to the Seniority list mentioned in Section 1., Item (c) of this Article.
- (c) Part-time cleaning custodians will be the first employees laid off during the summer when school is not in session.
- (d) Personnel will be notified at least twenty-four (24) hours prior to lay-off.

Section 3. (a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days, at the end of which said employee will be advised as to employment or discharge. At the employer's discretion, the probationary period can be extended for an additional thirty (30) day working period. Upon satisfactory completion of the probationary period, the employee shall be entered on the respective seniority list of the specific classification in which he/she is employed.
The employer will establish the wage and assignment of probationary employees.

(b) Part-time cleaning custodians will be required to fulfill probationary periods during the normal work year. (September-June).

Section 4. Loss of Seniority An employee shall lose seniority for the following reasons:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Employee is absent for three (3) consecutive days without notifying the Employer. After such absence, the Employer will send written notification to the employee that he/she has lost seniority and that employment has been terminated.

Section 5. Recall Employees will be recalled in reverse seniority order as defined in this Article, Section 1.

Notice of recall shall be sent to the employee by mail. If an employee fails to report for work within five (5) days from date of mailing of notice of recall, he/she shall be considered a quit.

Section 6. Transfers (Head Custodian and Maintenance Supervisor)

- (a) In the event a Head Custodian or the Transportation and Maintenance

Supervisor is transferred to a cleaning maintenance position on an involuntary basis, he shall retain his full accumulative seniority.

(b) In the event a Head Custodian or the Transportation Maintenance Supervisor is requesting a transfer to a cleaning maintenance position on a voluntary basis, it will be honored if no cleaning maintenance employee is laid-off. He shall retain his full accumulative seniority.

ARTICLE V. UNION DUES

Section 1. The Union will furnish the School District with deduction authorization cards signed in triplicate by the Employee involved at or before each employee completes his probationary period. These cards will authorize the Board to make the necessary deductions each month on each employee following completion of his probationary period in accordance with the requirements of the National Labor Relations Act of 1947 and amendments thereto, said authorization to read as follows:

I certify that the Service Employees' International Union, Local number 79, AFL-CIO, is my designated collective bargaining representative and I hereby voluntarily authorize and direct my employer School District No. 7 to deduct from my earnings during this month or the successor month, if necessary, my initiation fee and to further deduct from my earnings each month union dues for the current month in the amount determined by the local union and to pay said initiation fee and dues to the Secretary-Treasurer of said union.

This authorization and direction shall be irrevocable for the period of the joint collective bargaining agreement between my employer and Local No. 79 and I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for the period of each succeeding applicable joint bargaining agreement between my employer and Local No. 79 unless written notice by registered mail is given by me to both the Employer and Local No. 79 not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year from date hereof, or of each applicable collective bargaining agreement between my Employer and Local No. 79, whichever occurs sooner.

Section 2. The Employer will deduct from the pay of each employee covered by this Agreement all union initiation fees and dues, provided that each employee voluntarily makes a written request authorizing the Employer to make such deduction.

Section 3. All deductions for initiation fees shall commence and be made after completion of the employee's sixty (60) day probationary period. Upon presentation of a list of names and addresses by the Sec'y.-Treas. of Local 79, all authorized deductions for Union dues shall be made each month and all money so collected shall be forwarded to the Union Sec'y.-Treas.

Section 4. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon employee check-off authorization submitted by the Union to the Employer.

ARTICLE VI. RESIGNATION AND RETIREMENT

Section 1. Any employee wishing to discontinue his/her service with the Board of Education shall give written notice to the Superintendent of Schools at least fifteen (15) days before termination of service.

Section 2. Custodians reaching the age of Sixty-five (65) on or before any fiscal year beginning July 1st. shall be retired as of July 1st provided the custodian may be rehired on a year to year basis thereafter by special approval of the Board of Education.

Section 3. If an employee leaves the district for any reason, he/she may or may not draw his/her retirement money.

Section 4. Early retirement may be required by the Board of Education, if in its judgement, in conjunction with Management Rights, Article II, Section (f) an employee due to reasons of health can no longer meet his/her normal working obligations. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

ARTICLE VII. GRIEVANCE PROCEDURE

Section 1. A Grievance is an allegation of violation, mis-application or mis-interpretation of this contract.

Section 2. Grievance of custodians or of the Union shall be presented and adjusted in the following manner as defined below.

Section 3. If a grievance arises requiring action of authority higher than that in Step (A) it may be initiated at the appropriate step of the Agreement.

Section 4. It is expressly understood and agreed that at the building level, no custodian or group of custodians shall initiate the grievance procedure until the alleged grievance is discussed informally with the principal or supervisor with or without representation of the Union.

Section 5. If the informal discussion as described in Section IV. is not concluded to the satisfaction of the custodian and the Union, the grievance procedure as outlined below shall be followed.

- STEP A: The aggrieved custodian and his/her Union representative shall formally present (in written form) the grievance to his/her immediate supervisor or principal.
- STEP B: Whenever a grievance cannot be resolved at Step A or if no decision has been rendered within five (5) school days after presentation of the grievance, the Union may carry the grievance (in writing) to the superintendent of schools or his duly delegated representative. If the Union has not appealed the grievance to the superintendent of schools or his duly delegated representative within five (5) school days of the disposition of the grievance by the principal or immediate supervisor the grievance will be considered resolved.
- STEP C: In the event the aggrieved custodian is not satisfied with the disposition of the grievance at Step B or if no decision has been rendered within ten (10) school days from date of receipt of grievance by the superintendent of schools, the custodian may present a written appeal to the Board of Education through the superintendent of schools. If the Union has not appealed the grievance to the Board of Education within (10) ten school days of the disposition of the grievance by the superintendent of schools, the grievance will be considered resolved.
- STEP D: The Board of Education or a sub-committee of Board members appointed by them shall hear the appeal and rule on the grievance within twenty (20) school days of written notification and shall communicate its decision in writing together with supporting reasons to the superintendent of schools and the Union.
- STEP E: If the Union has not appealed the grievance to the Michigan Employment Relations Commission within ten (10) school days of the disposition of the grievance by the Board of Education the grievance will be considered resolved.
- STEP F: If no agreement is reached at Step E or if either party is dissatisfied the grievance may be filed in the appropriate court, as prescribed by law.
- STEP G: There shall be no interruptions of service or operations by the school board or by the Union or any employee while grievances are being resolved.

ARTICLE VIII. VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of all custodians. The Board agrees to post all classified vacancies or positions for a period of five (5) working days.

Section 2. Vacancies shall be filled on the basis of length of service with the school district, experience, competence and such other reasonable relevant qualifications as may be established by the Board.

Section 3. An employee who transfers from one classification to another shall be on probation for sixty (60) working days in the new classification. Either the Board of Education or the Employee may request to be returned to the prior held classification and school building during such sixty (60) working days period. After sixty (60) working days an employee can return to the old classification only if there is an unfilled vacancy in the old classification.

Section 4. If an employee holds the new position more than sixty (60) working days probationary period, the employee cannot accumulate seniority in the old classification but may retain the seniority held within the old classification. Except in cases as of A and B of Article IV - Seniority - Section VI.

ARTICLE IX. OVERTIME AND ADDITIONAL TIME

Section 1. Overtime - Time and one-half (1 1/2) will be paid for all hours worked in excess of eight (8) hours in any one (1) day, for all hours worked in excess of forty (40) hours in any one week.

Section 2. Additional Time - Time spent by the permanent part-time employees above the normally scheduled hours will be defined as additional time. Additional time will be paid at the rate of straight time plus fifty (50¢) cents per hour premium. If an adjustment in scheduling is necessary the straight time rate of pay will be applied.

Section 3. Overtime and additional time required over the normal schedule will be assigned on a rotation basis according to the overtime -additional time list in that building. Anyone refusing this extra time will be charged with the number of hours offered. It is the responsibility of the cleaning and cleaning maintenance staff to insure acceptance of overtime and additional time. However, under extreme emergencies the head custodian may accept overtime for cleaning responsibilities.

Section 4. All overtime hours or parts thereof worked must be charged regardless of how it is earned, however, hours earned on snow plowing assignments will not be charged as overtime.

Section 5. Management will maintain and post an up-to-date overtime additional-time list to insure equal distribution in each individual building. It will be recorded on an annual basis commencing with September 1st and ending on August 31st.

ARTICLE X. NIGHT SHIFT PREMIUM

Section 1. Employees regularly employed on the midnight shift shall receive an additional ten (10) cents per hour when working on the midnight shift.

ARTICLE XI. GROUP LEADERS

Section 1. Openings for Group Leaders in individual schools shall be posted for a period of five (5) days in that school. These positions shall not be recognized as a classification. The rate of pay for Group Leaders shall be five (5¢) cents per hour more than base pay. These positions shall be filled on the basis of length of service with the school district experience, competence and such other relevant qualifications as may be established by the Board.

ARTICLE XII. NEW CLASSIFICATIONS

Section 1. New classifications that pertain to the cleaning custodians shall be discussed with the Union as to the rates of pay, hours, and other working conditions.

ARTICLE XIII. UNION MEETINGS

Section 1. The Union shall have the right to use school facilities on the same basis as other community organizations or groups. The Union may request the use of buildings through proper channels set up by the Board of Education.

ARTICLE XIV. CHANGES IN CONTRACT

Section 1. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual Agreement in writing between the parties. It is recognized that matters may, from time to time, arise of vital mutual concern. Therefore, it is necessary that the opportunity be provided for mutual discussion of such matters.

ARTICLE XV. INSURANCE PROTECTION

Section 1. The Board of Education will provide the Blue Cross MVF I Master Medical Full Family Plan to the custodians and maintenance personnel and their immediate family. If the M.E.A. Health and Accident Insurance Plan is elected by the full time cleaning custodian, the cost will not exceed the cost of the Blue Cross MVF I Master Medical Full Family Plan. The MVF I Master Medical Plan shall be paid in full for the full-time fifty-two (52) week cleaning custodians. The permanent part-time cleaning custodians shall receive 50% of the cost of the Blue Cross or MEA Plan they elect and are eligible for. The immediate family shall be defined as husband, wife, children or legally adopted children that are dependent for support of at least one half (1/2) as defined by the Internal Revenue Service. Additional riders to be paid by the Employee.

Section 2. The Board of Education shall provide without cost to the custodian Group Life Insurance Protection, which shall pay to the custodians designated beneficiary the sum of \$8,000.00 upon death. The Insurance carrier shall be determined by the Board of Education.

Section 3. Insurance coverage of 1 and 2 above shall presently cover employed maintenance and custodial personnel and new personnel, as of the day they are employed for life insurance, as of the Tenth (10th) of the month for Blue Cross, and as of the First (1st) of the month for MEA coverage.

ARTICLE XVI. LOST TIME (NEGOTIATIONS) & GRIEVANCE MEETINGS

Section 1. No lost time will result if during working hours it becomes necessary for the negotiations or grievance team to meet with administration. All meetings will be scheduled at a mutually agreed upon time and date.

ARTICLE XVII. WORK YEAR

Section 1. All yearly pay for custodial employees shall begin on July 1st. Retro-active wage increases will be paid. All other benefits shall become effective as of the date of the signing of the contract.

ARTICLE XVIII. HEALTH AND SAFETY

Section 1. The school board shall continue to make reasonable and adequate provisions for the safety and health of its employees at their places of work during the hours of their employment. Employees agree to comply with all safety, health and fire regulations. A safety committee will be composed of five (5) designated employees from the school district to discuss safety problems when they arise. Two (2) to be Union Members.

ARTICLE XIX. JURY DUTY

Section 1. If a custodial employee is called to jury duty, the employee shall submit the check received for jury duty to the Board of Education and in lieu thereof the custodian shall be paid his regular pay.

ARTICLE XX. DEATH BENEFITS

Section 1. In the event of the death of an employee, earned vacation pay and earned sick leave days as described in the "Sick Leave" portion of this contract shall be paid to a designated beneficiary or to the estate as prescribed by Probate Court.

ARTICLE XXI. SICK LEAVE

Section 1. Custodial employees when leaving the employment of the district shall be eligible for 60% of his/her accumulative sick leave time not to exceed one hundred (100) days provided that all benefits under this plan be nullified in case of discharge for just cause.

Section 2. Full-time custodians: All full time cleaning maintenance custodians shall receive fifteen (15) days per year, accumulative to one hundred (100) days. Any leave

days remaining which accumulate over the maximum one hundred (100) days will be made payable to the employee as soon after June 30 as possible. Payment will be made on the basis of \$12.00 per day not to exceed fifteen (15) days.

Section 3. Permanent Part-time: 3 hours, all permanent part-time employees accumulative to 375 hours. Per year 45 hours.

Permanent Part-time Employees, 4 hour employees, accumulative to 375 hours. Per year 60 hours.

Permanent Part-time Employees, 5 hour employees, accumulative to 375 hours, Per year, 75 hours.

Any accumulative leave time over the maximum 375 hours will be made payable to the part-time employee as soon after June 30 as possible. Payment will be made on the basis of Six (6) dollars per day, with a day being defined as four (4) hours. This payment will not exceed fifteen (15) days.

Section 4. If an employee is absent more than five (5) consecutive working days he/she shall secure a certificate from an M.D., O.D., or Chiropractor that he/she is physically able to return to work. When it becomes necessary for an employee to miss work because of illness, notification shall be made to the principals office by 1:00 P. M. except in the cases of an emergency, in order to qualify for sick leave pay.

ARTICLE XXII. PERSONAL LEAVE DAYS

Section 1. Three (3) personal business days are allowed each year deductible from the personal sick leave bank.

ARTICLE XXIII. DEATH IN THE FAMILY

Section 1. For regular scheduled working days lost due to death in an employees' immediate family, an allowance of three (3) days will be given at their regular rate of pay, to attend the funeral. This shall be in addition to the personal sick leave bank. The day of the funeral shall be the last day for which an employee shall receive payment under this section. Immediate family shall be defined as follows: Husband, Wife, Natural Children, Adopted Children, Mother and Father of the employee or the Mother or Father of the spouse of the employee. If additional days are required to attend the funeral it is permissive to deduct these days from the personal sick leave days.

ARTICLE XXIV. OUT OF CLASS PAY

Section 1. A full-time cleaning maintenance custodian assuming the higher classification of Head Custodian on a daily basis will receive the rate of pay commensurate with that classification during the school year. (September-June).

ARTICLE XXV. MISCELLANEOUS

Section 1. The sick leave bank shall be administered as indicated in Exhibit "A" attached.

Section 2. All custodial employees shall be entitled to participate in the tax deferred annuities available through the Board of Education.

ARTICLE XXVI. LEAVES OF ABSENCE

Section 1. General Statement: A leave of absence may be granted by the Superintendent of schools to an employee having a minimum of one (1) year service, for a period of time not to exceed one (1) year, (subject to renewal for one (1) year by the Board of Education). Leaves of absence shall be without pay and accumulative fringe benefits.

Employees are required to notify the Superintendent at least sixty (60) days prior to requesting a leave of absence. This period of time will be eliminated in cases of an emergency. The employee also is required to notify the Superintendent at least sixty (60) days prior to the expiration of leave of absence concerning their future plans.

Section 2. Medical Leave - A leave of absence may be granted upon application, for personal illness or illness in the immediate family.

Section 3. A leave of absence for military service shall be granted to an employee who shall be inducted or enlist for military duty in any branch of the Armed Forces of the United States. This section is effective for only one (1) term in the Armed Forces per individual.

Section 4. A female custodian that becomes pregnant must present to the Superintendent of schools by the beginning of the fifth (5th) month of pregnancy, a statement from her doctor stating the anticipated date of birth and certifying that she is physically sound and able to perform all the duties of her position. The custodian may be permitted to work providing a statement from her doctor certifying that she is physically sound and able to perform all the duties of her position is on file with the Superintendent of schools at the beginning of each month thereafter.

A leave of absence up to one (1) year may be granted for maternity reasons upon request to the superintendent of schools. A female custodian who has been on maternity leave may return to work at the end of the stated leave of absence or sooner if certified as physically able by her physician.

Section 5. A regularly schedule employee may be required to take an involuntary unpaid leave when it has become apparent to the superintendent of schools that the individual is no longer able either physically and/or mentally to discharge the duties of his/her position in a competent manner.

(a) Upon the recommendation of the superintendent of schools and approval of the Board, the superintendent may require, in writing that any employee take a physical or mental examination at the Board expense, the results of which may be used for determining involuntary leave.

(b) The employee requesting return from involuntary leave may return only upon recommendation of the superintendent of schools, following a mental or physical re-examination at the Boards expense and approval by the Board of Education.

(c) The examining physicians shall be selected jointly by the Board of Education and the Union.

ARTICLE XXVII. WORKMAN'S COMPENSATION

Section 1. Workman's compensation insurance shall be supplied by the Board of Education for custodial employees of Dearborn Heights School District No. 7.

Section 2. An individuals sick leave days shall be used on a pro-rated basis amounting to the difference between workman's compensation payment and the employee's regular wage. This shall occur during the employee's normally scheduled work year. The first five (5) days lost under workman's compensation injury will be deducted from the individual's sick leave days.

Section 3. The Employer will continue supplying fringe benefits to an employee on workman's compensation for a maximum of thirty (30) days from the effective injury date. Seniority will accumulate for a period of one (1) year from the above mentioned date.

ARTICLE XXVIII. VACATIONS

Section 1. The following vacations schedule shall be used for 52 Week employees:

1 year	10 days	9 years	15 days
2 years	10 days	10 years	15 days
3 years	10 days	11 years	16 days
4 years	10 days	12 years	17 days
5 years	10 days	13 years	18 days
6 years	11 days	14 years	19 days
7 years	12 days	15 years	20 days
8 years	13 days		

ARTICLE XXIX. HOLIDAYS

Section 1. The following days shall be recognized and observed as paid Holidays:

New Year's Eve Day	New Year's Day	Memorial Day
Independence Day	Good Friday	Labor Day
Thanksgiving Day	Day after Thanksgiving	
Christmas Eve Day	Christmas Day	

If school is in session on any one of the above days, an additional day will be given in lieu of these days. All regular employees scheduled to work during the pay period in which a Holiday falls, will be paid for the above Holidays when they occur during the normal work week. When one of the Holidays fall on the employees paid vacation period or on a Saturday or Sunday, the employee shall be granted an extra day off with pay in lieu of the paid Holiday.

ARTICLE XXX. WAGES

Section 1. First Year: 1972-1973

- (a) Full-Time Cleaning Custodians \$4.44. per hour
- (b) Part-Time Cleaning Custodians \$3.72 per hour

Section 2. Second Year: 1973-1974

- (a) Full-time Cleaning Custodian \$4.62 per hour
- (b) Part-Time Cleaning Custodian \$3.90 per hour

ARTICLE XXXI. DURATION AND AMENDMENT

This Agreement shall be effective as of July 1, 1972 and shall continue in effect until the 30th day of June, 1974.

Signed this 11th day of June, 1973.

FOR THE EMPLOYER:
Board of Education

By _____
Superintendent

Business Manager

Secretary

Board of Education:

Wesley H. Pearce
Walter O. Harrison

FOR THE UNION:
S.E.I.U., Local 79, AFL-CIO

By Richard W. Cordtz
RICHARD W. CORDTZ, President

Alvin H. Rothermel
Union Representative

Negotiating Committee:

John D. Swain
Marion Simmons
Joan Mawzygostki
Ann P. Alankas
Lo Roy Martin
Lillian Foxworth

EXHIBIT A

The Board of Education is always interested in providing the best working conditions possible for the employees' of this district. Therefore, there shall be established a sick leave bank for the custodial staff at Dearborn Heights School District No. 7. The purpose of the sick leave bank is to provide financial security for the custodial members of our staff. Each full time cleaning custodian, head custodian and transportation and maintenance supervisor shall contribute one (1) day per year of his personal sick leave to the bank. Permanent part-time custodians shall contribute their pro-rated share to the bank. All of the above classifications are eligible to draw from the bank provided they are approved by the committee. The operation of this bank shall be as follows:

1. The custodian shall notify the principal of his building that he must be absent from school for an extended period of time due to personal illness.
2. The principal shall check on the number of sick leave days in the custodian s personal bank.
3. The principal shall notify the Business Manager concerning the extended illness of this custodian.
4. The principal shall notify the custodian about the procedure to apply for sick days from the custodial sick leave bank. The principal shall notify the custodian that a medical form must be filled out by the attending physician indicating the approximate length of the extended illness.
5. A committee composed of:
 - a) The principal of the building concerned
 - b) The business manager
 - c) The steward of the cleaning custodial Union
 - d) The President of the head custodial organization

This committee shall make a determination as to the eligibility of the person to draw from the sick leave bank.

6. After the determination is made the business manager shall notify in writing the custodian concerned as to his eligibility to draw from the sick leave bank. A copy of this notification shall go to the principal and to the school accountant.

7. When the application has been approved the custodian's salary shall be paid beginning with the end of his personal sick leave days.

8. It shall be the responsibility of the custodian concerned to secure a new application at least twenty (20) days before the expiration of the previous one, and have it filled out by the attending physician and returned to the office of the business manager for review for a possible extension if this is the case.

OPERATING PROCEDURES FOR THE CENTRAL SICK LEAVE BANK.....

1. A Custodial staff member may if his own personal sick leave is exhausted, draw from the custodial sick leave bank in cases of extended, continuous absence due to personal illness.

2. A waiting period of seven (7) days is required for all part-time employees before approval can be given to draw on the custodial sick leave bank.

3. Before full-time custodians can apply to the custodial sick leave bank, it is mandatory that they use 50% of their existing vacation days before becoming eligible to request use of the central sick leave bank. If no vacation days are remaining, he must be away from school seven working days after his personal sick leave days have been used before requesting use of the central bank. If his application is approved, the custodian will be paid for the seven (7) days preceeding the application.

The custodial sick leave bank will be handled as follows for the permanent part-time custodians:

1. Permanent part-time custodians can draw on the custodial sick leave bank to cover their normal work year which shall be considered no more than two (2) weeks before school starts and two weeks after school is out. Therefore; no permanent part-time custodian can draw on the custodial sick leave bank prior to two weeks before school begins or no longer than two weeks after school is out.

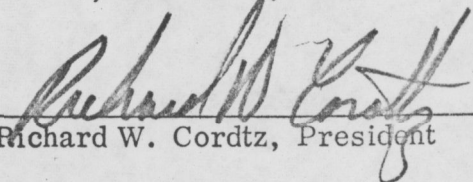
2. They shall be paid at their current rate and for the number of hours that they would work during their work week. (15, 20, or 25 hours).

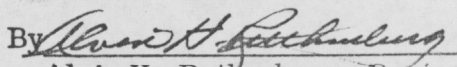
3. The bank shall not exceed one hundred twenty-five (125) days. If the bank is depleted, no more deductions will be approved.

BOARD OF EDUCATION:

By _____
Superintendent

S.E.I.U., LOCAL 79, AFL-CIO:

By 
Richard W. Cordtz, President

By 
Alvin H. Ruthenberg, Business Rep.