

6/30/97

CONDITIONS OF WORK

AS

AGREED UPON BY

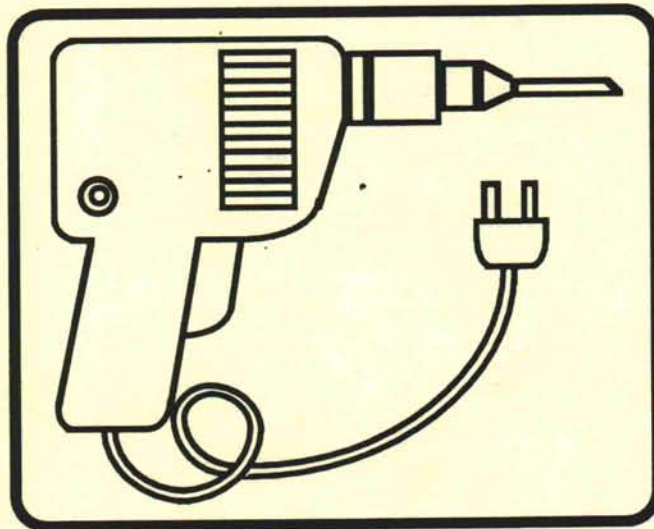
CALEDONIA CUSTODIAL/MAINTENANCE ASSOCIATION

AND

CALEDONIA COMMUNITY SCHOOLS

BOARD OF EDUCATION

1 JULY 1994 - 30 JUNE 1997



Caledonia Community Schools

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THIS AGREEMENT made and entered into this 20th day of December 1994, by and between the Board of Education of Caledonia Community Schools (herein called the Board) and the Caledonia Schools Custodial/Maintenance Association (herein called the Association).

ARTICLE I - RECOGNITION

Sec. A. The Board recognizes the Association as the exclusive bargaining representatives for all full time custodial/maintenance personnel in the Caledonia School District. Only full time employees working 35 hours per week or more are included in this group.

Sec. B. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE II - BOARD RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system, its employees, properties, and facilities.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer all such employees.
- C. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution of the United States.

ARTICLE III - EMPLOYEE RIGHTS

Section A

The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to employees rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws above stated.

Section B

The Association and its members shall have the right to use the school building facilities before or after regular class hours and during lunch time. Such use of the building for Association meetings must be arranged for with the building principal in advance. (The administration retains the right of room assignment.)

Section C

Any employee who wishes to file a grievance or discuss a problem has the right to bring an Association representative with him or her.

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W.N.
C.A.L.T.
Howard Zetzi
Wm. Neal
Craig Schmidt

ARTICLE IV - GRIEVANCE PROCEDURES

Any member of the Association may submit a grievance if there is cause to believe there is a violation of the Master Agreement. Grievances shall be processed in a timely and orderly manner as described in each step of the grievance procedure. Grievances must cite specific Articles of the contract that were allegedly violated; statements of fact upon which the alleged violation is based, and relief sought by the grievant. Time lines may be extended by a written mutual agreement. At each step, the grievant may be accompanied by a representative of the Association. Any expenses incurred throughout the grievance procedure shall be borne by the party incurring them.

STEP I (DISCUSSION)

A member with a grievance shall discuss it with his or her immediate supervisor within five (5) working days of the alleged violation.

STEP II (WRITTEN FORM)

If the grievance is not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing, signed by grievant and submitted to the grievant's immediate supervisor within five (5) working days following the date of Step I (discussion).

The immediate supervisor shall respond in writing within five (5) working days after receipt of the written grievance.

STEP III (SUPERINTENDENT'S LEVEL)

If the determination of the immediate supervisor does not relieve the grievant it may be submitted to the Superintendent of Schools within five (5) working days after receiving the written disposition from the immediate supervisor. After investigating the facts of the matter and conferring with both parties, the Superintendent shall issue a written disposition of the grievance within ten (10) working days of receipt of the grievance from Step II.

STEP IV (MEDIATION)

If the grievant still believes the disposition by the Superintendent is in violation of the contract, he may request mediation assistance of the offices of the Michigan Employment Relations Commission. Such request must be initiated within five (5) working days following receipt of the superintendent's disposition. It is expressly understood that any recommendation given by the mediator is advisory in nature and shall not be binding on either party.

STEP V (BOARD OF EDUCATION)

If the recommendation of the mediator fails to bring resolution, the grievant may appeal to the Caledonia Board of Education for review and decision. This written appeal must be made within five (5) working days following the mediator's conference with both parties, via the Superintendent.

The Board will receive, hear or designate a hearing at the next regular Board Meeting if appeal is presented eight (8) working days prior to that meeting. The secretary of the Board shall render a written disposition within ten (10) working days after the Board hearing.

ARTICLE V - HOURS, HOLIDAYS AND VACATIONS

Section A: HOURS

The work week for all custodial/maintenance employees shall be set by the Director of Auxiliary Services in charge of their respective buildings. The work week shall be guaranteed to be 40 hours per week throughout the year (52 weeks) except in the event of extenuating circumstances. No overtime is authorized by anyone other than the Director of Auxiliary Services or his designee. Any authorized overtime of more than 40 hours per work week will be paid at the time and one-half or compensating time-off will be given at the rate of time and one-half. Only under the most extenuating circumstances will the employee's choice of payment not be honored.

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SCHOOL*

Section B: HOLIDAYS

Employees shall be paid but not required to work on the following days if the employee works on the scheduled work day, before and the first scheduled work day after the holiday or is on an approved leave; i.e. sick day, bereavement day, etc.

- | | |
|------------------------|------------------------|
| 4th of July | Christmas Day |
| Labor Day | New Year's Eve 1/2 day |
| Thanksgiving Day | New Year's Day |
| Day after Thanksgiving | Good Friday |
| Christmas Eve 1/2 Day | Memorial Day |

If the school calendar is scheduled in such a way that Good Friday is a day when school is in session, the employee will be required to work and a compensating day off with pay will be arranged.

Section C: VACATION

Each employee will be paid for one (1) week vacation in his/her first full year of employment, two (2) weeks vacation in his/her second year of employment, three (3) weeks vacation in his sixth year of employment, and four (4) weeks in his/her twelfth year of employment. The work year for custodians is July 1 through June 30 of any given year. If an employee hires on and starts on any date other than July 1, his/her vacation time will be prorated as well as his/her sick leave time. As example, if someone starts work on March 1, he'll/she'll have 4 months of work before July 1 comes. That will mean he/she will be given 1/3 of the normal vacation of 5 days-2 days (rounded up) and 1/3 of the sick days-3 (rounded down). After July 1, he/she will begin his/her first full year of employment and receive 5 vacation days, as well as a full complement of the other types of days available (sick bereavement, etc.) Vacation days should be used in the contract year in which they are granted. Unused days may be carried over until December 31, following the end of the contract year in which the days were to be used unless an extension is granted by the Director of Auxiliary Services. Vacation pay will be 40 hours for each week for full time employees.

Section D: SEVERANCE

Upon exit in good standing from the system, an employee who has worked in the custodial unit for a minimum of 10 years and accumulated 100 sick days will be paid a severance amount of \$2,000 for these days. If an employee has accumulated less days than this after 10 years, he/she will receive proportionately less, i.e. \$1800 for 90 accumulated days, etc.

ARTICLE VI - LEAVES

Section A: SICK LEAVE AND BEREAVEMENT LEAVE

Each employee shall be granted 10 sick leave days each school year. The following apply to sick leave:

1. Sick leave may accumulate to a maximum of 180 days.
2. Sick leave days may be used for the personal illness of the employee, the employee's spouse, children living at home, or parents and other individuals residing for an extended period of time in the employee's household. Illness in the immediate family(spouse, child or parent) living in the household is not to exceed five (5) days per school year, except with the approval of the school administration.
3. Bereavement Leave - Five (5) days per school year will be available for use for death in the immediate family. Such days will not be charged against accumulated sick leave. Immediate family is defined as parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, in laws, spouses and individuals residing for an extended period of time in the household. One of these five days per school year may be used to attend the funeral of someone not in the immediate family. Bereavement days are not cumulative.

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4. On July 1 of each year 10 days will be added to the accumulated sick leave bank of each employee. A paid sick day is equal to 8 hours pay.

Section B: LEAVES WITH PAY

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

1. Absences when an employee is called for jury service. The employee will be paid for the hours normally worked, less the per diem jury duty pay, not including mileage expense.
2. Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is subpoenaed to attend any proceeding.
3. Approved attendance at conferences, workshops, or in-service meetings related to work.
4. Personal Days: Each employee will be granted one day off with pay per contract year for personal reasons. These days are non cumulative and are to be used with appropriate discretion.

Section C: LEAVES WITHOUT PAY

Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period not to exceed 1 year for the following reasons:

1. Conditions at home require the employee to remain at home.
2. Personal illness on advice of physician. (Beyond accumulated sick leave).

An employee shall not receive credit on the salary schedule for that year leave of absence without pay.

Section D: MEDICAL STATEMENT

Any employee absent because of an extended or serious illness may be required to present to the Custodian/Maintenance Supervisor, prior to returning to service, a statement from a doctor indicating that his or her health is satisfactory to resume normal duties. If the Custodian/Maintenance Supervisor is in doubt, the employee may be sent to another doctor of the Custodian/Maintenance Supervisor's choice for further examination at the expense of the School Board.

Section E: - VIOLATION OF LEAVE

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy on leaves with pay or who misrepresents and statements or conditions under this policy shall forfeit all pay for this stated period and may further rights under this policy unless reinstated in good standing by the supervisor. Violations of this leave policy may constitute grounds for dismissal.

Section F: FAMILY AND MEDICAL LEAVE ACT

Parties agree to abide by the rules and regulations set forth in the Family and Medical Leave Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102 (d) (2) of the aforementioned legislation.

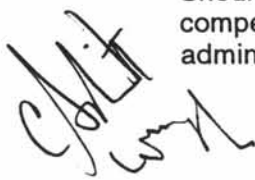
ARTICLE VII - WORKER'S COMP

Section A: Injury/Accident Reporting

An employee injured on the job shall report such injury at once to the Administration Office and said employee's immediate supervisor. All reports must be filed at the Administration Office as soon as possible after the incident has occurred but no later than the next working day.

Section B:

Should an employee injury require loss of time and earn the employee worker's compensation benefits, said compensation shall be reported, by the employee, to the administration office immediately upon receipt.



Section C:

An employee cannot collect both worker's compensation benefits and sick leave pay at the same time. When legally possible an employee will be compensated under the worker's compensation law rather than the employee's accumulated sick leave. Should worker's compensation be less than the worker's regular wage, the difference will be made up through available sick leave benefit.

Section D:

The time the worker spends waiting for and receiving medical treatment shall be counted as hours worked if treated at place of work or at the employers direction, during that work day.

ARTICLE VIII - NON-STRIKE AGREEMENT

The Association and its individual members agree that a "strike" is not in the interest of the children of Caledonia Community Schools; and, therefore, the Association and its individual members agree not to strike. As used in this Article, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

ARTICLE IX - NEGOTIATION PROCEDURES

Section A

It is understood that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiation between them from time to time during the period of this Agreement upon mutual consent of the Board and the Association. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Section B: - Negotiations Date

Not earlier than 150 days, but at least 60 days prior to the expiration of this Agreement, the parties will begin negotiations for the new agreement covering wages, hours, terms and conditions of employment of the Board's employees.

Section C: - Bargaining Representatives

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representative from within or without the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section D: - MEDIATION PROCESS

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process with the State Labor Mediation Board in conformance with the State Law.

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ARTICLE X - WORKING CONDITIONS

Section A: - WORKING CONDITIONS

Custodians/maintenance personnel shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. Custodians/maintenance personnel shall report all unsafe conditions.

ARTICLE XI - HOSPITALIZATION INSURANCE BENEFITS

Section A: - HOSPITALIZATION AND INSURANCE BENEFITS

1. The Board will pay 100% of the premium for full-time employees, for M.A.S.B. S.E.T. Ultra Med B with Med Check.
 2. The Board shall provide full premium payments for S.E.T. Ultra Dent (dental insurance)
 3. The Board will provide \$40,000 in term life insurance for each full-time employee of the association. The Board will name carrier.
 4. The Board will provide vision insurance to full-time employees comparable to the teacher's unit. Board will name carrier.
 5. long term disability insurance will be provided each employee. Coverage is to begin 90 days following the disability and payments of 66 2/3 of wage will be made, not to exceed \$1200/mo. Board will name the carrier.
- Any employee who chooses not to take the health, dental and vision benefits may have an amount equivalent to the single subscriber health benefit premium placed in a tax-sheltered annuity as long as such annuity is one that is already approved for use by our Board of Education. If the employee so desires, he/she may have this single subscriber amount as regular income (taxable)

Section B: Miscellaneous provisions to health insurance coverage include:

1. If an employee works nine months insurance will be paid for nine months.
2. A single person qualifies for individual membership under group provisions.
3. No changes and/or additions may be made after October 1, with the exception of family addition and/or deletions.
4. Coverage will continue to the end of the month in which employment ceases.
5. An employee who resigns or is terminated may continue in the Group Medical Care Insurance Plan noted in Section A at his or her own expense in accordance with current COBRA laws.

ARTICLE XII - PROBATIONARY PERIOD

An employee beginning first service with Caledonia Community Schools shall be deemed to be in a probationary status. The probationary period shall be sixty(60) calendar days taken from and including the first day of employment. If at any time prior to the conclusion of the sixty (60) day probationary period the employee's work performance is of unacceptable quality, the employee may, upon the recommendation to the Superintendent by the building administrator, be subject to immediate dismissal. Upon recommendation to the Superintendent by the building administrator, the employee's probationary period may be extended beyond the sixty (60) day period for an additional thirty (30) calendar days. After the conclusion of a satisfactory period of probation, all matters pertaining to benefits and seniority shall revert to the employee's initial day of service.

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ARTICLE XIII - VACANCIES, PROMOTIONS AND TRANSFERS

Section A:

When a vacancy occurs in one of the positions covered under the terms of this agreement the Administrative Office agrees to prepare a posting listing the position, duties, qualifications, and method of application. This posting will be posted in each building for five (5) days before the vacancy is permanently filled.

Section B:

The Director of Auxiliary Services has the right to select the person he/she feels is best qualified for any vacancy, and retains the right to transfer employees within classification levels and between classification levels with good cause. It is understood that a transfer between classification levels wherein a pay decrease is involved is considered a demotion and cannot be done without either properly documented cause or the employee's un-coerced consent. Involuntary transfers will not be made without consulting the affected employee(s) before the decision is made. Candidates from outside the bargaining unit will be considered only after association members have been given serious consideration.

ARTICLE XIV - REDUCTION OF STAFF

Section A:

If a reduction of staff is necessary, employees will be laid off based on the following criteria as determined by the Board.

1. Seniority in the custodial/maintenance unit
2. Qualifications

Section B:

Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.

Section C:

A recall list shall be maintained by the Board for a period not to exceed one (1) year. Thereafter, an employee shall lose the right to recall.

Section D:

Seniority is defined as the length of continuous service with the Caledonia Community Schools as a member of the Custodial Maintenance Association.

ARTICLE XV - WAGES/OTHER BENEFITS AND CLASSIFICATION

Section A: DEFINITIONS:

1. Class I Custodian is one who shall do general cleaning and painting of building and grounds as assigned by his or her supervisor and shall be responsible, as assigned, for building security during his or her shift.
2. Utility Worker - is one who has responsibilities that exceed that of Class I custodian in that he/she will be expected to possess some simple mechanical and repair skills. He/she will also be expected to work independently from a prepared list of things to do. Some examples of tasks to be performed by a utility worker are: snow plowing, routine lawn equipment maintenance, mail run, cleaning of buildings, etc.
3. Class II Custodian is one who in addition to the requirements of a Class I Custodian, shall be responsible for general care and minor repair of the building and equipment, for landscaping and snow removal as necessary. A Class II Custodian must be alert and aware of maintenance and repair needs, and be responsible for various areas/equipment requiring specialized care.

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4. Head Custodian is one who is responsible for a building. He/she reports to the Building Principal and/or Director of Auxiliary Services and is responsible for seeing that the building is clean and properly maintained, regardless of work shift. Responsibilities further include ordering of custodial supplies for the building, scheduling, handling work on an intermittent basis for personnel. Head Custodian positions include: Caledonia Elementary Head Custodian, Dutton Elementary Head Custodian, Kettle Lake Elementary Head Custodian. In addition, a "District Night Head Custodian" may be hired and will report to the Director of Auxiliary Services and the respective building principals. The District Night Head Custodian's responsibilities will include assisting in seeing that the several buildings are being properly cleaned and maintained during and after school hours in conjunction with the Building Head Custodians.

5. Building Complex Supervisor is one who has responsibilities similar to that of the head custodian described above except he/she will also have overall responsibility for the performance of six or more custodians (including himself/herself).

6. Lead Custodian is one who has responsibility for a particular work shift custodial and maintenance operations. He/she is responsible for any other custodians working on his/her shift and he/she will assist with the ordering of supplies, and other duties as assigned by the Building Complex Supervisor.

7. Special assignment is one who is responsible to the Director of Auxiliary Services. Job tasks will include: substantial maintenance and repair work. This person shall possess particular trade skills as needed, and shall assume responsibility for special assignments from the Director of Auxiliary Services.

Section B: - CLASSIFICATION

1. Assignment to any classification or particular position will be based on: (1) Seniority, (2) Qualifications.
2. Evaluations of all employees will be conducted by the Director of Auxiliary Services and/or building principals.
3. The Director of Auxiliary Services retains the right to assign any employee under this contract to any building on a temporary basis as problems and circumstances dictate.

Section C: Wages

1. A night premium of \$.15/hour will be paid for all hours worked on the second shift and a night premium of \$.20/hour will be paid for all hours worked on the third shift.
2. Step 1 wages will be paid at the satisfactory completion of probationary period. Employee is responsible for alerting the payroll office when his/her probationary period is over.
3. The steps on the wage scale represent the year of work. In other words, an employee on step 1 is in his/her first year of employment, step 3 - in third year of employment, etc.

Section D: Other Benefits

1. Workers will be provided with uniforms for the time that they work. A dollar amount equivalent to three uniforms may be used each contract year
2. Each worker will be reimbursed \$50/year for a pair of shoes to be used on the job.
3. Any worker called in to work at any time other than his/her regular shift will receive a minimum of two hours payment.
4. Any worker who is asked to work on Sundays or holidays will receive double his normal hourly rate for that work. This is provided that these days are not part of the workers regular work schedule.

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C.A.H.

1994-95

	Prob	Step 1	Step 3	Step 6	Step 8	Step 12	Step 16	Step 20
Class I	\$10.06	\$10.40	\$10.68	\$10.83	\$11.05	\$11.27	\$11.50	\$11.72
Utility Wkr.	\$11.95	\$12.35	\$12.68	\$12.86	\$13.12	\$13.38	\$13.65	\$13.92
Class II	\$11.95	\$12.35	\$12.68	\$12.86	\$13.12	\$13.38	\$13.65	\$13.92
Lead	\$12.06	\$12.47	\$12.80	\$12.98	\$13.24	\$13.51	\$13.78	\$14.06
Head	\$12.58	\$13.00	\$13.35	\$13.54	\$13.81	\$14.09	\$14.37	\$14.66
Compx Cust.	\$13.08	\$13.52	\$13.88	\$14.08	\$14.36	\$14.65	\$14.94	\$15.24
Sp. Asgt.	\$13.84	\$14.30	\$14.69	\$14.89	\$15.19	\$15.50	\$15.81	\$16.12

1995-96

	Prob	Step 1	Step 3	Step 6	Step 8	Step 12	Step 16	Step 20
Class I	\$10.36	\$10.71	\$11.00	\$11.16	\$11.38	\$11.61	\$11.84	\$12.08
Utility Wkr.	\$12.31	\$12.72	\$13.06	\$13.25	\$13.51	\$13.78	\$14.06	\$14.34
Class II	\$12.31	\$12.72	\$13.06	\$13.25	\$13.51	\$13.78	\$14.06	\$14.34
Lead	\$12.42	\$12.84	\$13.19	\$13.37	\$13.64	\$13.91	\$14.19	\$14.48
Head	\$12.96	\$13.39	\$13.75	\$13.95	\$14.23	\$14.51	\$14.80	\$15.10
Compx Cust.	\$13.47	\$13.92	\$14.30	\$14.50	\$14.79	\$15.09	\$15.39	\$15.70
Sp. Asgt.	\$14.25	\$14.73	\$15.13	\$15.34	\$15.65	\$15.96	\$16.28	\$16.61

1996-97

	Prob	Step 1	Step 3	Step 6	Step 8	Step 12	Step 16	Step 20
Class I	\$10.68	\$11.03	\$11.33	\$11.49	\$11.72	\$11.96	\$12.20	\$12.44
Utility Wkr.	\$12.68	\$13.10	\$13.46	\$13.65	\$13.92	\$14.20	\$14.48	\$14.77
Class II	\$12.68	\$13.10	\$13.46	\$13.65	\$13.92	\$14.20	\$14.48	\$14.77
Lead	\$12.80	\$13.22	\$13.58	\$13.78	\$14.05	\$14.33	\$14.62	\$14.91
Head	\$13.34	\$13.79	\$14.16	\$14.36	\$14.65	\$14.94	\$15.24	\$15.55
Compx Cust.	\$13.88	\$14.34	\$14.73	\$14.94	\$15.24	\$15.54	\$15.85	\$16.17
Sp. Asgt.	\$14.68	\$15.17	\$15.58	\$15.80	\$16.12	\$16.44	\$16.77	\$17.10

* Association and Board understand that the position of special assignment may receive additional responsibility to be defined at a later date and included in the job description.

Important Note: The above wage schedule represents a freeze in salary for the 1994-95 school year and a three percent increase in each of the last two years (95-96 and 96-97). This three percent increase is contingent on the district's ability to pay it. Should district revenues for 1995-96 fall below what they are in 1994-95, the increase in the last two years of the agreement will be 2.75%.

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ARTICLE XVI DURATION

This agreement shall be in effect from 1 July 1994 through 30 June 1997.

For the Board of Education

Bernard Magoff
James J. Brasher
Sharon A. Calkley
Robert J. ...
John P. Furbursten

For the Association

Howard I. Zort
William Hill
Richard A. Mead
John A. Pelletier

Craig Schmitt
Board Negotiator

Date 12-17-95

Date 12-9-94

