

June 30, 1971

SOUTH LYON COMMUNITY SCHOOLS
235 West Liberty Street
South Lyon, Michigan 48178

AGREEMENT

between

SOUTH LYON COMMUNITY SCHOOL DISTRICT

and

SERVICE EMPLOYEES' INTERNATIONAL LOCAL UNION

Local Union 79-M AFL-CIO

South Lyon Community School District

LABOR AND INDUSTRIAL
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PREAMBLE

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

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

This Agreement is made and entered into on this 1st day of July, 1969, by and between the Board of Education of the South Lyon Community School District (hereinafter referred to as the "Board") and the Service Employees' International Union, and its affiliate Local 79M, South Lyon Community School District, AFL-CIO, (hereinafter collectively referred to as the "Union.")

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

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Article 336, Public Acts 1947, as amended, for a unit consisting of all custodial, cafeteria, and maintenance employees, excluding bus drivers, bus mechanics, office clerical, supervisor of cafeterias, supervisor of maintenance, and all other supervisors as defined by the act.
- B. There shall be no discrimination, interference, restraint, or coercion by the Board or the Union against any employee because of membership in the Union. Membership in the Union is not required for employment.
- C. Should the employee wish to sever his membership with the Union, he may do so upon giving written notice, within ninety (90) days of the expiration of this Agreement between the Union and the Board. Such notice of severance intent shall be to both the Board and the Union.
- D. The following shall govern the collection of dues by those electing membership in the Union, pursuant to Section "B" and "C" above:
 1. Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, and the Board 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.
 2. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Board shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.
 3. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Board before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union.
 4. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Board and shall be deducted from the second (2nd) pay of the month and each month thereafter.
 5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

6. Monies deducted by the School District in behalf of the Union shall be submitted to Service Employees' International Local 79M on or about the first day of each month in so far as possible.
7. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
8. In the event a change in either the initiation fee or dues structure, either increasing or decreasing is made by the Union, the Union agrees to supply the School District with a written request from Service Employees' International Union AFL-CIO, Local Union 79M for said change, and submit same to the Local Union Treasurer at his home address.
9. Upon the full authority by the employees, employer agrees to check-off from the pay of such employees, initiation fees, union dues and reinstatement fees in accordance with the following form:

AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize the Employer to deduct from any wages earned or to be earned by me as your employee and assign to Service Employees' International Local Union 79M, the sum of \$2.00 initiation fee or \$10.00 re-instatement fee, as the case may be, and the sum of \$5.00 monthly dues beginning with the week next following hereof, or such amount as may hereafter be established by the Union, in accordance with its Constitution and By-Laws, and become due to it as my membership dues in said Union, including increases, if any, resulting from change in classification.

This assignment, authorization and direction shall be irrevocable for the period of three (3) months, or until the termination of the current agreement between Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and to the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of three (3) months, or of each applicable collective agreement between Employer and the Union, whichever occurs sooner.

Executed at _____ this _____ day of _____
19____.

(Employee's Signature)

10. The Board shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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

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

ARTICLE II - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, subject to the provisions of this Agreement, the right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III - REPRESENTATION

- A. There shall be one (1) steward for each building having six (6) or more full-time employees. Each steward must have been in the employment of the district for a minimum of one (1) year. The superintendent shall receive a list of all building stewards by August 30 of each year.
- B. The Local Union President shall handle all employees' grievances in buildings with less than six (6) employees. The name of the Local President shall be sent to the superintendent by August 30 of each year.
- C. When necessary to investigate and present grievances, the steward may do so before or after his shift and during his lunch period.
- D. When necessary to investigate and present grievances, the Local Union President may do so during his working hours, without loss of pay, providing the following requirements are met:
 - 1. The Local Union President shall first request permission from the building principal, which shall not be reasonably denied.
 - 2. The Local Union President shall assure the building principal that all his work schedules and assignments can be maintained without additional help.
 - 3. The Local Union President realizes that the privilege of leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the grievances and will not be abused.
 - 4. The Local Union President will perform his regular assigned work at all times, except when necessary to leave his work to handle grievances as provided herein.
- E. If the Local Union President feels the requirements spelled out in section "D" cannot be met, then he shall be expected to investigate and present all grievances after his regular working hours.

ARTICLE IV - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article and section of this Agreement, and each grievance shall be submitted on the prescribed form as in Appendix A.
- B. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed under this Agreement. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.
- C. No back pay shall be awarded for any period prior to ten (10) days before the date of filing of a written grievance. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned from his employment with the district less any wages earned during the time he is off work.
- D. It is assumed that all employees will continue good relations with their immediate supervisors and that channels of communication will be kept open between them in order to resolve all minor grievances.
- E. If a grievance arises, the following procedure shall be followed:

Step One

- a. If any problem which arises is not resolved in Section "D" above and if the employee then feels he has a grievance, he shall discuss the grievance prior to, or after his working hours with the steward, in accordance with Section "B" and "C" of Article III.
- b. The steward and employee may discuss the grievance with the building principal or his immediate supervisor, in accordance with Section "B" and "C" of Article III.
- c. If the grievance is not adjusted to the employee's satisfaction or if the matter is thereby not disposed of, it shall within five (5) working days, be reduced to writing and submitted to the employee's immediate supervisor on the prescribed form. The written "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, and shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union, with respect to these provisions, and indicate the relief requested.
- d. The immediate supervisor shall, within five (5) working days of receipt of the grievance, answer it in writing. A copy shall be sent to the employee and to the Union.

Step Two

- a. If the grievance is not resolved in Step One, it may within five (5) working days of receipt of the answer in Step One, be submitted to the Superintendent or his designated representative.
- b. Within ten (10) working days the Superintendent or his designated representative shall arrange a meeting between the employee, the employee's supervisor, and Union representative, himself, and a representative of the Board, for the purpose of discussing said grievance.
- c. Within ten (10) working days after the meeting, the Superintendent or his designated representative shall give the Union representative involved and the employee an answer in writing. Should further investigation be needed, additional time will be allowed.

Step Three

- a. If the grievance is not resolved in Step Two, it may, within five (5) working days after receipt of the answer in Step Two, be appealed to the Board of Education. The appeal shall be in writing. Such appeal must cite the charges, and admission or denial of the charges, and reasons why the Superintendent or his designated representative's answer in Step Two, should not become final.
- b. Upon receipt of the appeal from the Union, or employee, the Board shall order a hearing, and within forty-five (45) days after receipt of the appeal, shall permit the hearing and render judgment to affirm, modify or revoke the action being appealed. A copy of the Board's decision shall be mailed to the employee involved, to the Union representative and to the Superintendent.

Step Four

- a. If the grievance is not resolved at Step Three, it may, within ten (10) working days, be submitted to mediation under the act.
- F. Any appeals not properly processed within the applicable time periods set forth under this Article shall be considered settled on the basis of the last answer given by the respective school authority.
 - G. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. Once a grievance is withdrawn, it cannot be reinstated.
 - H. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights under this Agreement shall be pursuant to the grievance procedure provided herein.

ARTICLE V - DISCIPLINE OF EMPLOYEES

- A. The Board shall have the right to adopt rules and regulations not in conflict with the terms of this Agreement governing the discipline of employees.
- B. Discipline of employees will be subject to the grievance procedure as set forth in this Agreement; provided, however, that the Board's decision on the termination of the service of any substitute, temporary, or probationary employee shall be final.

A custodial and maintenance employee shall be deemed to have permanent status after sixty (60) working days of satisfactory employment. A cafeteria employee shall be deemed to have permanent status after thirty (30) working days of satisfactory employment.

Notification to probationary employees shall be given after their probationary period as to their future status.

- C. No regular employee shall be dismissed, suspended or demoted unless he is served a written notice stating the reasons for the dismissal, suspension, or demotion and effective date thereof.
- D. All dismissals and suspensions shall be without pay after the effective date thereof, subject to paragraph 4 hereof.
- E. No suspensions shall be effective for a period of more than ten (10) working days without the prior approval of the Board.
- F. Any employee who has been discharged or suspended for more than ten (10) working days shall be entitled to present his appeal to the Board within five (5) working days, thereafter to be processed in accordance with Step Three, Article IV.
- G. Upon receipt of an appeal from a dismissal or suspension, the Board will review the complaint within thirty (30) days and give its answer. The employee shall have a right at this time to appear in person and with representation from the Union. All such hearings shall be held in executive session unless the employee requests an open hearing in his written appeal. If the decision is not satisfactory to the employee and the Union, the matter shall be referred to the grievance procedure, Step Four.
- H. If an appeal of an employee is sustained, the Board shall order full or part of his full compensations from the time of dismissal, suspension, or demotion and shall order the employee's reinstatement. If the order of the Superintendent is sustained by the Board, the Board shall declare his action effective as when made.

ARTICLE VI - SENIORITY

A. Probationary Employees

1. A beginning regular employee shall be given a notice of employment on a sixty (60) continuous work days probationary basis. If the employee is retained on the job after his probationary period, he will be credited with sick leave and vacation benefits from the first day worked, and his seniority will date back to his first day on the job.
2. Seniority or the sixty (60) continuous work days probationary period does not apply to the "Substitute" employee or "Temporary" employee.
3. A substitute employee is one hired with the understanding that his association with the district is on a day to day basis, with the possibility of being eventually employed as a regular employee when job openings occur.

A temporary employee is one hired with the understanding that his association with the district will last only through a certain period or session, length being not necessarily specified, and with the understanding that separation may occur at any time without notice. Such employees are not eligible for district benefits and do not accrue vacation or sick leave.

A regular employee is one hired with the understanding that his association with the district will last as long as he does satisfactory work and there is a need for his kind of job in the school district.

B. Seniority

1. Seniority ranks second to ability and workmanship when employees are considered for promotion.

C. Loss of Seniority

1. The regular employee shall lose his seniority for the following reasons:
 - a. mandatory retirement,
 - b. if the employee quits,
 - c. if the employee is discharged and the discharge is not reversed,
 - d. if the employee does not return from sick leave and leaves of absence within five (5) days of the returning date,
 - e. if the employee is absent for three (3) consecutive working days without notifying the Board,
 - f. if he does not return from layoff,
 - g. unauthorized or excessive absence from work, and
 - h. neglect of work schedule.

D. Overtime

1. Scheduled overtime will be distributed equally insofar as it is practicable among employees working the particular classification and building. During an emergency situation this provision shall not apply.
2. All employees should work overtime when asked to do so unless they have a valid excuse not to do so. In the event all building employees refuse overtime, the employee with the greatest seniority shall be required to work the scheduled overtime.
3. Employees who refuse overtime assignments will be charged with that time for the purpose of equalizing overtime.
4. An up-to-date list of overtime assignments shall be furnished to the Union and posted in each school on June 1st and January 1st of each year.

ARTICLE VII - LAYOFF AND RECALL

- A. In case of a decrease in the amount of work, a reduction in the work force may follow. Such reduction shall mean a "lay-off" of some employees.
- B. Should a layoff become necessary, probationary employees will be laid off first. In the case of a reduction of employees within a department (i.e., cafeteria, custodial, or maintenance) the senior employee shall be given priority of work over the junior employee, in all cases wherein the senior employee has the abilities to perform the available work.
- C. Should it become necessary to lay off an employee for an indefinite period of time, he will be given at least a full week's notice. The Union will be informed of the layoff on the same days that employees are.
- D. Employees will be recalled in the reverse order from which they were laid off. Each employee shall receive his notice of recall by registered mail at his last known address. He will be given three (3) days in which to report for work from the date of the mailing. Failure to report within this period of time shall mean that he has quit, unless he presents a valid excuse which the Board can accept.

ARTICLE VIII - HOURS OF WORK, OVERTIME

A. Work Day

Most full time custodial and maintenance employees work an eight (8) hour day, forty (40) hours per week, Monday through Friday from 7:00 a.m. to 3:30 p.m., with one-half ($\frac{1}{2}$) hour for lunch. There will be variations of this schedule in certain departments and schools. The employees work day may be assigned to conform to the needs of the department or the school.

Most full time cafeteria employees work a six (6) hour day, thirty (30) hours per week, Monday through Friday. There will be variations of this schedule in certain departments and schools. The employees work day may be assigned to conform to the needs of the department or the school. Cafeteria employees shall be entitled to 15 minutes of rest period, to be taken at such time during work period when work schedule permits.

Night custodians and maintenance personnel work eight (8) hours with one-half ($\frac{1}{2}$) hour off for lunch.

Employees shall not be scheduled to work the afternoons of Good Friday, Christmas Eve and New Year's Eve days, except as provided in Article IX, Section C., 2.

B. Overtime Work

The Board reserves the right to withhold payment for any overtime work that was not approved in advance.

All work done in excess of forty (40) hours per week for custodial and maintenance employees shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate.

All work done in excess of forty (40) hours per week for cafeteria employees shall be paid at the employee's time and one-half rate.

All work done on Sunday or holidays will be paid at the double time rate.

ARTICLE IX - EMPLOYEES' BENEFITS

A. Vacations

Regular fifty-two (52) week employees, including fifty-two (52) week part time personnel, shall receive one-half ($\frac{1}{2}$) day vacation for each month worked during their first full year of employment in the system. After one full year in the school system, each full time and part time employee, employed fifty-two (52) weeks per year, will receive one day of vacation for each month worked. Fifty-two week employees who have been with the system five (5) years or more will receive one and one-quarter ($1\frac{1}{4}$) days of paid vacation for each month worked.

Regular fifty-two (52) week part-time employees shall be allowed vacation pay in proportion to their regular daily work schedule.

All vacations shall be taken during the school vacation period, unless otherwise scheduled by the superintendent. Permission will not be granted for vacations to be taken during the school sessions if it is necessary to employ a substitute for the asking employee. Vacations may not be carried over from one year to another.

B. Sick Leave

Every classified employee shall receive one and one-sixth ($1\frac{1}{6}$) days sick leave per month. If an employee works five (5) days a week and is employed as a full-time employee, he is entitled to fourteen (14) days sick leave a year. If he works less than a full year, he is entitled to sick leave in accordance with the number of days worked and the number of months in his work year. No sick leave shall be granted that has not already been earned. Any unused sick leave is accumulated from year to year until the employee reaches a total of eighty-five (85) days. Sick leave taken, but not earned will be deducted from the employee's next check. From and after July 1, 1970 allowable accumulative sick leave shall be increased to a total of 100 days.

C. Holidays Allowed

Employees shall not be required to work except as provided in paragraph D following, and will be paid for their regularly scheduled hours of work computed at their hourly rate for the following holidays:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Providing they meet all of the following eligibility rules:

- a. The employee has seniority as of the date of the holiday;
- b. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and

- c. The employee must have worked the last scheduled working day prior to and the next scheduled working day after the holiday or providing the employee is on an authorized absence for which he is receiving pay (eg., vacation or paid sick leave or otherwise excused by employee's immediate supervisor.)

When a holiday falls on Saturday, eligible employees shall receive holiday pay for that day providing they meet the requirements of a, b, and c above.

When a holiday falls on Sunday, the eligible employees shall not work on Monday but shall receive holiday pay providing they meet the requirements of a, b, and c above.

An employee may be required to work the above holidays when the situation and circumstances demand (i.e., tending boiler emergency repairs, etc.) and shall thereupon receive compensation at the double (2) regular hourly rate.

D. Compensation Insurance

All employees of the school district are covered with State Compensation Insurance Fund for injuries which occur during the work day. Injuries should be reported within 24 hours to the employee's immediate supervisor.

- E. The employer shall provide fully paid single subscriber health and hospitalization benefits for all 40 hour employees. The employer shall also contribute a pro rata amount, based on the number of hours worked (compared with a 40 hour-week) towards such health and hospitalization benefits for heads-of-household employees.

ARTICLE X - ABSENCE FROM DUTY

A. Personal Business

Employees shall be allowed two (2) paid personal Business days per year, deductible from accumulated sick leave. A request shall be submitted in writing at least 24 hours in advance. In case of an emergency, such as sudden illness or death in the family, the 24 hour notice will be waived. In such cases the supervisor or building principal shall be notified immediately between the hours of 6:30 a.m. to 10:30 p.m., or as soon as possible.

B. Death in the Immediate Family

The regular employee may be granted a maximum of five (5) days leave on full pay in the event of death of a member of the immediate family, deductible from accumulated sick leave allowance.

The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather or grandmother of the employee, and the corresponding relative of the employee's spouse, or any relative of either spouse living in the employee's home.

C. Extended Leave of Absence for Illness

If a person is absent more than two weeks beyond accumulated sick leave because of illness, a leave of absence must be requested. Such leave, if granted, will protect an employee's current assignment for him until he returns, provided his absence does not exceed six months. During this leave, he will not earn vacation pay, holiday pay, or sick leave. If a person is absent in excess of six months, due to illness, his employment in the district will be protected; however, his present assignment may not be given to him upon his return.

D. Military Leave

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

E. General Leaves

Ordinarily, the school district shall not grant leaves of absence to personnel. However, under unusual circumstances, the Board of Education may grant leaves of absence to employees who have given outstanding service to the district.

F. Maternity Leave

1. A maternity leave without pay shall be granted for a period up to one year. A one year extension may be granted by the Board. The employee requesting such leave shall file her request in writing to the Superintendent before the end of the third month of pregnancy.

When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue in her position until the beginning of the seventh (7th) month of pregnancy and/or until the end of the semester in which the three month pregnancy notice was given.

2. And further provided, that the Board shall have the option of requiring the employee to undergo an examination by the Board's designated physician, and his report as to the employee's fitness for duty shall be conclusive. Her return to duty shall be subject to the conditions stated above. At the end of her leave of absence the superintendent shall give her an assignment at the beginning of the following school year or years.

ARTICLE XI - PROMOTIONS, TRANSFERS, AND RECLASSIFICATIONS

A. Promotions

1. When vacancies occur, district employees will be given first consideration for promotion provided their training and ability demonstrate that promotion is merited. Promotions will be made on the following considerations of the employee:
 - a. Length of service in the Department.
 - b. Ability to do the job as demonstrated primarily by past performance and secondarily, performance ratings submitted by supervisors and principals.
2. Employees who are promoted shall be given a ten (10) working day trial period in which to demonstrate their suitability for the job. If, in the opinion of the superintendent or his designee, during or at the end of this trial period the employee does not satisfactorily perform, or if the employee desires, the employee shall return to his former classification and job.
3. In the event a senior applicant is denied a promotion, reasons for denial will be given in writing to such employee.
4. During the trial period described above, employees will receive the rate of the job they are performing.

B. Transfers

1. Voluntary transfers within a job classification may be made as the result of written request from the employee to the superintendent or his designee. Such transfer requests should be made with the knowledge of the supervisor or building principal. The transfer will take effect at the first job opening where the employee seeks to be transferred.
2. Voluntary transfers from one job classification to another within the bargaining unit will be permitted when in the best interest of the school district.
3. An employee who requests and is granted a transfer, shall remain on that job for one (1) year before he becomes eligible to request another transfer.

C. Reclassification

1. When a job within an existing classification is reclassified, the effected person or persons will have first opportunity to fill any vacancies in the new classification.
2. Eligibility for a newly established classification shall be based on the employee's:
 - a. Ability to do the job as demonstrated primarily by past performance and secondarily, past performance ratings.
 - b. Length of service with the school district.

ARTICLE XII - COMPENSATION

The straight-time hourly wage rates shall be that listed in the schedule below and shall become effective when this Agreement is signed by the duly authorized representatives of the Board and Union.

A. Effective July 1, 1969.

	<u>Custodial & Maintenance</u>			<u>Cafeteria</u>		
	* Building Engineer	* Building Maintenance or Matron	Unit Manager	Baker	Cook	Helper
First Year	2.90	2.65	2.25	1.95	1.90	1.60
Second Year	3.00	2.75	2.30	2.00	1.95	1.65
Third Year	3.10	2.85	2.45	2.05	2.00	1.70
Fourth Year	3.20	2.95	2.50	2.10	2.05	1.75
Five Years or more	3.30	3.05	2.60	2.20	2.15	1.80

*Formerly Day Custodian and Evening Custodian respectively.

B. Effective Schedule July 1, 1970.

First Year	3.00	2.75	2.35	2.05	2.00	1.70
Second Year	3.10	2.85	2.40	2.10	2.05	1.75
Third Year	3.20	2.95	2.55	2.15	2.10	1.80
Fourth Year	3.30	3.05	2.60	2.20	2.15	1.85
Five Years or more	3.40	3.15	2.70	2.30	2.25	1.90

C. All employees employed in a classified position will be given employment at the minimum appropriate pay range of that classification of above.

D. An employee will become eligible for a pay increase after completing a twelve (12) month calendar year. He will than be placed on the next step, providing he has not reached the maximum.

E. All substitutes and temporary employees working in one of the above classifications shall be paid the minimum hourly wage rate for that classification as long as he remains assigned substitute or temporary employee.

F. Custodial and cafeteria personnel shall be assigned work on days of inclement weather when school is closed. Employees shall report to work as soon as conditions permit and allowed to work normal number

of hours. Work assignments shall be made by their supervisor. All employees are required to punch in and out on time clocks. Employees shall be paid for actual hours worked.

- G. Negotiations for wages may be reopened only in the event that the State Aid formula is adjusted upward after initially set for the fiscal year(s) (1969-70 and 1970-71.)

ARTICLE XIII - NO STRIKE CLAUSE

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

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

All shop stewards, and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strikes, sitdowns, stay-ins, slowdowns, picketing, or work interferences or curtailments of any kind.

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

ARTICLE XIV - RULES AND REGULATIONS

- A. Prior to employment, each prospective employee shall provide by certification of his private physician evidence of:
 - 1. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
 - 2. Freedom from active tuberculosis and other communicable diseases.
- B. The Board may at its discretion require that employees undergo physical and medical tests and examinations by a Board appointed doctor when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, student health and safety, etc. All such examinations, if required, will be at the Board's expense.
- C. The Board may at its discretion require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in lost work time.
- D. At least once every year thereafter such employee as may be required by law or by the Board shall show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-ray through an examination by the board's designated physician at the board's expense.
- E. The custodian is directly responsible to the principal and/or supervisor; cafeteria and maintenance employees are directly responsible to their supervisor.
- F. The custodian's relationship with the teachers should always be obliging, friendly and courteous. His chief aim should be to serve the educational process so that the teachers may do a better job of teaching. Often it will be necessary to modify the day's work to assist the teacher. This should be done as pleasantly as possible.

ARTICLE XV - GENERAL

- A. This agreement supersedes all previous agreements, verbal or written, or based on alleged District practices, between the District and its employees or the Union and constitutes the entire agreement between the parties. Any employee benefits not expressly provided for herein may be discontinued at any time at the sole discretion of the District. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, eventhough such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI - DURATION OF AGREEMENT

- A. The provisions of this agreement shall be effective as of July 1, 1969, and shall continue and remain in full force and effect to and including June 30, 1971, and thereafter for successive periods of one (1) year unless either party shall, on or before February 1, 1971, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before h that date all subjects of amendment proposed by either party have been disposed of by Agreement or by withdrawal by the party proposing amendments.

Any Agreement reached prior to July 1971 shall be effective on said July 1. Any Agreement reached after said dates shall be effective upon such date as shall be set by the parties.

- B. If any negotiations described in Section "A" above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.
- C. IN WITNESS WHEREOF, the Union and the Board have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first written above.

BOARD OF EDUCATION
SOUTH LYON COMMUNITY SCHOOL DISTRICT

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

President

President

Secretary

Secretary-
Treasurer

Attorney

SOUTH LYON COMMUNITY SCHOOLS
235 West Liberty Street
South Lyon, Michigan 48178

GRIEVANCE REPORT FORM

Prior to completing this form the employee should discuss his problem or complaint with his supervisor.

Employee's Name _____ Date _____

Job Assignment _____ Location _____

Indicate the part of the contract in which this grievance refers by Article(s) and Subsections.

Article _____ Section _____

Employee's statement of grievance (Include recommended settlement)

Date given _____ Employee's
to Supervisor _____ Signature _____

Supervisor's Decision:

Date given _____ Supervisor's
to Employee _____ Signature _____

Is settlement satisfactory to employee? Yes _____ No _____

Appendix A
MA/7/69

Employee's Signature