

6/30/2001

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**AGREEMENT**  
 between  
**CROSWELL-LEXINGTON COMMUNITY SCHOOLS**  
 and  
**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
 LOCAL 214**

*Crosswell-Lexington Community Schools*

**July 1, 1998**  
 through  
**June 30, 2001**

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# AGREEMENT

This Agreement made and entered into this first day of July, 1998, by and between Croswell-Lexington Community Schools, located at 5407 Peck Road, Croswell, Michigan, party of the first part, and hereinafter termed the "Employer", and Teamsters State, County and Municipal Workers Local 214, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

## ARTICLE I DEFINITION

**Section 1.** The following terms will be accepted as defined for this contract:

- A. EMPLOYER - as used herein shall refer to the Croswell-Lexington Community Schools and/or its designee.
- B. UNION - as used herein shall refer to Teamsters State, County and Municipal Workers Local 214 and/or its designee.
- C. FULL TIME EMPLOYEE - shall mean those employees working a minimum of six and one half (6.5) hours a day or drive five (5) runs a day for five (5) days a week.
- D. REGULAR PART TIME - shall mean those employees working a minimum of four (4) hours a day or drive at least three (3) runs a day for five (5) days a week.
- E. PART TIME - shall mean those employees working less than four (4) hours a day or drive less than three (3) runs a day for five (5) days a week.

## ARTICLE II RECOGNITION, AGENCY SHOP AND DUES

### Section 1.

The Employer recognizes the Union as the exclusive collective bargaining agent for all non-supervisory school maintenance, bus driver, custodian and kitchen personnel with respect to rate of pay, hours of work and other conditions of employment as provided for in this Agreement.

### Section 2.

The terms of this Agreement shall apply to accretions to or relocations of bargaining unit operations, including newly established or acquired schools of districts of the Croswell-Lexington Community Schools.

**Section 3.**

All members of the bargaining unit, on the effective date of this Agreement, shall be obligated to either join the Union or pay a service fee equal to the portion of the Union dues related to the negotiation and administration of this Agreement.

All new members entering the bargaining unit shall become obligated to either join the Union or pay a service fee equal to that portion of the Union dues related to the negotiation and administration of this Agreement upon completion of their probationary period.

**Section 4.**

The Employer agrees to deduct from the pay of each Union member all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each and every Union member working in the classifications hereinafter set forth, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

**Section 5.**

The Employer also agrees, as a condition of employment, to deduct from the pay of any non-Union employee, in the classification of work set forth herein, a service fee to be paid to the Union in accordance with state and federal law. In the event the legislature or courts of the State of Michigan or the Federal Courts shall require that the Union dues for Union members and service fees for non-Union members shall be differing amounts, this clause shall be modified accordingly.

**Section 6.**

A new employee shall work under the provisions of this Agreement but shall be employed only on a sixty (60) day trial basis. During this probationary period, the employee may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading the terms of this Agreement. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing of the discipline. This sixty (60) day probationary period does not apply to temporary employees.

If a vacancy occurs between bid windows, the Board of Education may temporarily fill a vacancy with a temporary employee until the next bid window. If the temporary employee exceeds sixty (60) days, the temporary employee will not earn any rights to this contract, including seniority. A temporary employee is considered a long time substitute employee and will not be considered a probationary employee.

**Section 7.**

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct, or allow persons other than employees in bargaining unit classifications as hereinafter set forth, to perform work that has been recognized as the work of bargaining unit employee, except for emergencies, or reasonable need arise or circumstances beyond the control of the Employer or supervisory inspection.

**ARTICLE III  
MANAGEMENT RIGHTS****Section 1.**

The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of the Teamster Local 214 contract.

**Section 2.**

- A. The Board hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and laws of the State, the constitution of the State of Michigan and/or the United States.
- B. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the District.
- C. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours and the right to establish, modify or change any work or business hours or days.
- D. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- E. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and the standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods of change therein.
- F. Adopt reasonable rules and regulations.
- G. Determine the qualifications of employees, including physical condition.
- H. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the policies affecting the selection, testing, or training of employee.
- J. In meeting such responsibilities, the Board acts through its administrative staff and shall be free to exercise all of its powers, managerial rights and authority which have not been expressly granted to the Teamster Union by the provisions of this Agreement.

## ARTICLE IV STEWARDS

### Section 1. Classification Stewards

The employees shall be represented by ONE (1) elected classification steward in each of the following named work classifications: cooks, custodial/maintenance and bus drivers. The classification steward shall be a regular full-time employee of the bargaining unit. The bus drivers shall have a second steward for part-time drivers. This steward may be a regular-part-time or part-time driver.

### Section 2. Steward Notification

The Union shall notify the school superintendent of the elected classification stewards. The authority of the stewards shall be limited to and shall not exceed the following duties, which may be performed during working hours on a reasonable basis, but which may not disrupt normal working schedules or normal school activities.

### Section 3. Steward Duties

- A. The investigation and presentation of grievances to the Employer to Step One (1) in accordance with the provisions of this Agreement.
- B. The stewards will be allocated a maximum of three (3) days a year for union business other than negotiations and grievance processing.
- C. The classification steward is required to notify and secure permission from his/her immediate supervisor to leave the assigned work station for Union business. This will not be abused.
- D. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers provided such messages and information:
  - 1. have been reduced to writing or
  - 2. If not reduced to writing are of routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business.

**Section 4. Limitation of Steward Authority**

- A. With prior approval of the Employer, the stewards may post and maintain Union notices on the premises when expressly authorized by the officers of the Union in the appropriate work area.
- B. The stewards have no authority to take strike action or any other action interrupting the Employer's business.
- C. The Employer recognizes these limitations upon the stewards and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to render proper discipline to any steward in the event such steward has taken action in violation of this agreement.
- D. All stewards shall be regular employees of the Crowell-Lexington Community Schools and shall perform the duties of the classification for which they represent.
- E. The classification stewards shall have super seniority during his/her terms of office, including seniority for layoffs. Written copies of decisions by the Employer that impact an employee are to be sent to the classification steward.

**Section 5. Committee Persons**

The employees shall elect from among the employees, four (4) committee persons: one from each of the work classifications, i.e., cooks, custodial/maintenance and two (2) bus drivers. The Union shall notify the Employer of the elected committee persons. The authority of the committee persons shall be limited to and shall not exceed the duties of the regular elected steward which may be performed only during the absence of the steward. All committee persons shall be employees of the Employer and shall perform the duties of the classification for which they are employed.

**Section 6. Stewards**

The Teamsters Union and its members have the right to use school buildings and related facilities for official Union business without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations.

**ARTICLE V  
EXTRA CONTRACT LANGUAGE****Section 1.**

The Employer agrees not to enter into any agreements with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees, individually or collectively which in any way conflicts with the terms or provisions of this agreement, including wages, working conditions, hours and etc. Any such agreement shall be null and void.

## ARTICLE VI GRIEVANCE PROCEDURE

### Section 1.

It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of this Agreement be settled in accordance with the procedure herein provided and that there shall be at no time, any strikes, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work through the use of any method of lockout.

### Section 2.

Every effort shall be made to adjust controversies and disagreements in any amicable manner between the Employer and the Union. Information which is necessary for the processing of the grievance will, with the approval of the employee involved, be available to the Union, except information found in the confidential file of the employee.

### Section 3.

Should any grievance dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

#### STEP 1

It shall be the responsibility of the aggrieved to reduce any grievance in writing within five (5) working days of the alleged grievance on the form provided for by the Union and to serve a copy to the immediate supervisor.

#### STEP 2

Within five (5) working days of the receipt of the grievance, a conference will be held by the supervisor and the aggrieved employee. Union representation may be present during the conference. In the event this step fails to settle the complaint, it shall be presented to the Superintendent within five (5) working days after the hearing with the immediate supervisor.

#### STEP 3

Within five (5) working days of receipt of the appeal of the supervisor's decision at Step 1, the Superintendent will review the grievance with the employee. Union representation may be present during this hearing with the Superintendent. The Superintendent will respond to the grievance in writing within five (5) working days of the hearing.



In the event this step fails to settle the grievance, it may be referred to M.E.R.C. for mediation by either party, provided that the referral is submitted within ten (10) working days of the date of the response by the Superintendent. The mediation step may be bypassed by mutual consent of the parties.

#### **STEP 4**

Within five (5) working days of the mediator's ruling, either party must inform the other if the mediator's ruling is accepted. If there is no acceptance of the ruling by either party, then the grievance may be referred to Arbitration by either party. Before a Teamster grievance is forwarded for Arbitration it will be sent to a Teamster panel for review. The Teamster panel will decide if the grievance should be forwarded to Arbitration.

#### **Section 4. General Arbitration Provisions**

1. The Arbitrator shall be selected from the M.E.R.C. panel of Arbitrator rolls. Each party will have an opportunity to eliminate names from the list of Arbitrators until there is a mutual agreement for an Arbitrator.
2. The Arbitration proceeding shall be conducted in accordance with rules promulgated by the M.E.R.C.
3. It is expressly understood that grievances, dismissals or suspensions arising before the effective date of this Agreement shall not be arbitrated absent mutual agreement between both parties.
4. The parties may mutually agree to an Arbitrator outside the list provided by M.E.R.C.
5. The cost of Arbitration will be the responsibility of the losing party.
6. An award in any one case will not require retroactive adjustments in any other instance not in dispute with the case at hand.
7. The decision of the Arbitrator shall be final and binding.

#### **Section 5.**

Restrictions on the Arbitrator's authority. The Arbitrator shall have no power to:

1. Rule on an issue not authorized by the bargaining Agreement.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Compensatory damages will be limited to making the employee whole.

4. Substitutes, temporary and employees on probation will not be authorized Arbitration.

### **Section 6.**

Unauthorized strike or work slowdown.

- A. It is further agreed that in all cases of any strike, slow-down, walkout or any cessation of work, the Union shall not be liable for damage resulting from such actions of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage or work mentioned above, it is specifically understood and agreed that the School Board during the first day of such stoppage, shall have the right to immediately discharge any employee participating in any strike, slow-down, walkout or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

## **ARTICLE VII DISCHARGE OR SUSPENSION**

### **Section 1.**

Except as provided in Article II, Section 6., The Employer shall not discharge or suspend any seniority employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint to the employee in writing, with a copy forwarded to the union. The warning notice as herein provided shall not remain in the employees file for more than (12) months from the date of issue.

### **Section 2.**

A warning notice need not be given to an employee before he/she is disciplined or discharged for dishonesty, drunkenness, physically or mentally unfit, recklessness resulting in a serious accident while on duty, carrying unauthorized passengers in vehicles or allowing unauthorized persons to perform their work.

### **Section 3.**

Discharge must be by written notice to the employee and the Union. Other than probationary employees any discharged or suspended employee may file a grievance for the discharge or suspension. Three (3) day or less suspensions shall not be forwarded to arbitration but either party may request mediation if the suspension is grieved.

## ARTICLE VIII SENIORITY

### Section 1.

There shall be for the purpose of job preference, etc., four separate seniority classifications: School maintenance personnel, bus drivers, custodians, and cooks. Seniority for the purpose of fringe benefits will be by total district seniority.

- A. In reducing the working force, the last employee hired shall be the first employee laid off in his respective seniority classification. In returning to work, the last employee laid off shall be the first employee re-hired in his/her respective seniority classification.
- B. Seniority shall be broken only by discharge, voluntary quit or more than a twenty-four (24) month lay-off. In the event of a layoff of less than twenty four (24) months, an employee laid off shall be given seven (7) calendar days notice of recall by certified mail to the last known address of the employee. In the event the employee fails to make himself/herself available for work at the end of said seven (7) calendar days he/she shall lose all seniority rights under this Agreement.
- C. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their places of employment. The Employer agrees to update said lists twice yearly, on October 1st and April 1st. Any controversy over the seniority standing of any employee on this list shall be referred to the Grievance Procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not. Employees have ten (10) working days to challenge the seniority posting. No challenges will be accepted after the tenth day.
- D. Should an employee be hired during June, July and August and offered a regular position, this employee will start their probationary period on the first day of school, normally the day after Labor Day. During the probationary period, no probationary employee shall be entitled to fringe benefits under this agreement, however, sick leave will accrue retroactive to the first date of probation.
- E. Non-bargaining unit members have no rights to this contract.

## ARTICLE IX WORKING CONDITIONS

### Section 1.

- A. It shall be hereby understood by the parties hereto that the assignment of duties to any individual employee in his/her respective classification shall be vested in the Employer, consistent with the provisions outlined in this Agreement.

- B. Specific duties for all classifications within the scope of this agreement shall be outlined in writing by the employer and a copy given to the employee and also be posted at each work site by the second week of September of each year.

### **Section 2.**

Employees should only be required to report to or take orders from one supervisor. Further, each employee's duty outline will include the name and/or title of his or her immediate supervisor.

### **Section 3.**

The Employer agrees that an employee will only be assigned to fill one position within the bargaining unit as outlined in schedule A unless specifically agreed to by both the Employer and Teamsters Union.

### **Section 4.**

The Employer agrees to the payment for the loss of personal property or insurance deductible, whichever is less, of employee, if said property is lost in the course of employment and not due to the negligence of the employee provided the employee has exhausted efforts to collect for loss through private insurance carriers. (Limit \$250)

### **Section 5. Mileage**

Employees shall be paid at the IRS mileage rate for use of their personal vehicles when such vehicle is used for the school system's convenience. Use of said vehicle shall be on a voluntary basis.

## **ARTICLE X PREMIUM PAY**

### **Section 1.**

All hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay. Any employee working more than eight (8) hours a single day shall be paid at the rate of time and one-half for all hours above eight.

### **Section 2.**

The Employer agrees to the payment of time and one half for Saturday work with the exception of employees whose regular five-day work week includes Saturday and who receives a day off during the normal week.

**Section 3.**

The Employer agrees to the payment of double time for all Sunday work plus holiday pay for any listed holiday celebrated on Sunday when the employee is required to work.

**Section 4.**

The employer agrees to the payment of triple time on holidays as defined in Article XVIII Section 1.

**Section 5.**

The employer agrees that overtime will be equalized monthly in each classification. Employees will be allowed to sign up for overtime on a list each semester. The overtime roster will start at zero beginning each semester. Overtime is defined as any time worked over and above an employee's regularly scheduled work day or week in a classification.

**ARTICLE XI  
JOB BIDDING****Section 1.**

Job posting and bidding will be established in each classification. Vacant positions will be posted for a minimum of (5) working days in each building or work station. Positions vacant in between the window openings will be open for bid at the next bid window opening. Bids will be awarded by seniority during the appropriate window opening for bids in each classification. Seniority in one classification does not apply in another classification. A position vacant between bid windows may be filled temporarily by the superintendent until the next bid window opening. Temporary employees will not be entitled to seniority. Bargaining unit members in one classification may be considered by the board of education in another classification if the employee is considered to be qualified by the board of education. The board of education reserves the right to fill the vacant position with the person who the board considers the most qualified for the position.

**Section 2.**

The Board's purpose is to fill a vacancy with the most qualified candidate as determined by the board of education. Vacant positions will be awarded to the candidate with the highest qualifications. If qualifications are equal between bargaining unit employees and non bargaining unit employees, the board will award the position to the equally qualified bargaining unit member with the most seniority.

**Section 3.**

The Superintendent may use employees in one classification as substitutes in another classification provided the employee has requested to substitute and provided it does not interfere with the employee's regular work schedule. Substitute time may be considered by the Superintendent in determining an employee's qualification for employment in another classification.

**ARTICLE XII  
EQUIPMENT, ACCIDENTS AND REPORTS****Section 1.**

The Employer shall not require employees to take out on the streets, or highways, any vehicle that is not equipped with the safety appliances in safe operating condition as prescribed by law.

**Section 2.**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer.

**Section 3.**

Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until same has been approved as being safe by the mechanical department or supervisor.

**Section 4.**

Failure to respond on the above sections will be subject to the grievance procedure.

**ARTICLE XIII  
MILITARY CLAUSE****Section 1.**

Employees enlisting or entering the armed forces of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

## ARTICLE XIV LEAVES OF ABSENCE

### Section 1.

Any employee desiring an unpaid leave of absence from employment shall secure written permission from the Superintendent. If the leave is approved, the Superintendent will send a copy of the approval to the Union. During the period of the unpaid leave of absence, the employee will not use the days for gainful employment, recreation or vacations. Failure to comply with this provision shall result in the complete loss of seniority rights and shall be subject to discipline, including discharge. The employee (unless the employee is eligible for leave under the Family and Medical Leave Act) will compensate the Employer on a daily rate for the medical premiums paid by the Employer during the unpaid leave of absence. The inability to work because of a proven sickness or injury shall not result in the loss of seniority rights for one year from the date of illness or injury. Seniority will be frozen during the period of unpaid absence. After one year, the position will be declared vacant and posted according to the terms of the contract.

### Section 2.

The Employer agrees to grant necessary and reasonable time off, without pay without discrimination or loss of seniority rights without pay, not to exceed seven (7) days per year, for any two members of the bargaining unit at any given time designated by the union to attend a Labor Convention, or serve in any capacity on other official union business, provided forty-eight (48) hours written notice is given to the employer by the union.

### Section 3.

All employees shall be allowed three (3) personal days per year which shall be charged to earned sick days. Employees must apply for personal days at least one (1) week in advance. Personal days may not be used for vacations, recreation and etc. Personal days are intended to be used for business that cannot normally be conducted after an employee's work day. Example: Appointment with an Attorney, Real estate closing, etc.

### Section 4. Bereavement Days

- A. All employees may use up to (5) sick days for bereavement days for deaths in the immediate family. Immediate Family is defined as spouse, children, grandchildren, brother, sister, parents, grandparents and parent-in-law, brother/sister-in-law except that a relative living in the same household may, for the purpose of this section, be considered as of the immediate family. Two (2) of the sick days will not be chargeable to the employee's sick day bank.
- B. All employees may use up to five (5) sick days for illness in the immediate family. The employer may require verification of illness. Immediate family includes spouse and children.

**Section 5. Jury Duty**

Jury Duty leave shall be allowed to employees. Such leave shall be allowed without loss of pay. The employee will turn over any pay earned for serving on Jury Duty to the District. If the Jury Duty pay exceeds the employee's school district pay, the difference may be kept by the employee.

**Section 6. Maternity Leave**

The Employer will grant a leave of absence for maternity without pay upon written request for such leave. This leave will be for thirty (30) days. The employee may request an extension for a second thirty (30) days. The employee may use earned sick days and or earned vacation days for pay during this leave.

**Section 7.**

The Family Leave Act will commence on the first day of maternity leave for a duration not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, the employee will be responsible for the payment of medical insurance premiums.

**ARTICLE XV  
SICK LEAVE****Section 1.**

Sick leave shall accrue for all employees at the rate of one paid sick day per each month worked, with said leave to accumulate to one hundred and twenty days (120). Twelve month employees will have 12 days, bus drivers, cooks, will have ten (10) days. The employee must earn the sick days before they are available for use.

**Section 2.**

A certificate of inability to work, by reason of illness, from a licensed physician, or an examination by a physician or other health officer designated by the Employer, and other such evidence of illness and inability to work as the Employer may deem necessary may be required as evidence of the illness before compensation for the period of illness is authorized. Compensation will not be authorized for illness related to alcohol or other substance abuse related illness.

**Section 3.**

In the event of death of any regular school employee, fifty (50%) percent of all unused sick leave days shall be paid to the spouse. Sick and personal days are to be posted during September and March of each year, unless reported on the employee's payroll check.

**Section 4.**

Sick pay will be computed based on the employee's regular scheduled work day. Overtime will not add to an employee's sick day bank.



**Section 5.**

The Family Medical Leave Act will commence on the first day of sick leave not to exceed twelve (12) weeks or the time specified in the law. After twelve (12) weeks, employees on unpaid sick leave will be responsible for the payment of medical premiums unless the employee is on Workman's Compensation.

**ARTICLE XVI  
ABSENCE FROM WORK**

**Section 1.**

Employees that are unable to report for work for any reason must notify the supervisor at least eight (8) hours prior to their scheduled starting time except in an emergency the employee must notify his/her supervisor at least one (1) hour prior to his/her starting time.

**ARTICLE XVII  
PHYSICAL EXAMINATIONS**

**Section 1.**

All new employees shall have a physical examination by the Employer's doctor prior to the first (1st) day of work. This examination will include a screening for the use of substances (drugs/alcohol). Existing employees may be required to have a physical examination (which may include a test for suspected use of alcohol/drugs as prescribed by Federal, State Laws and Board Policy) at the Employer's expense. Employees will be required to comply with Tuberculosis testing requirements at the Employer's expense.

**ARTICLE XVIII  
HOLIDAY PAY**

**Section 1.**

All employees, except temporary, probationary and substitutes shall receive pay for the following holidays:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas

Employees must be on work status to qualify for holiday pay. Employees on unpaid leave during the holiday will not be paid for that holiday. Bus Drivers, cooks will not be paid for the July 4th holiday. Custodial/Maintenance employees will have the Monday following Easter off unless there is school that day. Another non-school day will be selected in lieu of the Monday following Easter if there is school.

**Section 2.**

Holiday pay will be figured at one day's regular pay. In the event that any of the above holidays fall on Saturday, the employees shall work Monday through Friday and receive holiday pay.

**ARTICLE XIX  
VACATIONS**

**Section 1.**

All employees hired prior to the effective date of this 1998-2001 agreement shall not lose vacation benefits as a result of signing and implementation of this agreement.

**Section 2.:**

A. Custodian and Maintenance employees who are regularly scheduled to work fifty-two (52) weeks a year and eight (8) hours a day shall receive the following vacation pay:

*One (1) year .....	One (1) week
*Two (2) years .....	Two (2) weeks
*Ten (10) years .....	Three (3) weeks
*Fifteen (15) years .....	Four (4) weeks

B. Cooks, Bus Drivers and Custodians who are regularly scheduled to work less than fifty-two (52) weeks a year and eight (8) hours a day shall receive vacation as follows providing that such employees were hired prior to the effective date of this 1998-2001 agreement.

1. Cooks regularly scheduled to work six and one-half (6½) hours a day, Bus Drivers regularly scheduled to work six and one-half (6½) hours or drive five (5) runs per day, and Custodians regularly scheduled to work less than the requirements contained in Section 2. A.

*One (1) Year .....	One (1) week
*Two (2) years .....	Two (2) weeks
*Ten (10) years .....	Three (3) weeks

2. Cooks and Bus Drivers regularly scheduled to work less than the hours or runs provided in Paragraph B.1. above and who were hired prior to July 1, 1992, and those individuals identified in the Memorandum of Understanding dated April 5, 1995, shall receive one (1) week of vacation pay.

Employees hired after July 1, 1992, and before the effective date of 1998-2001 Agreement shall receive no vacation until they are regularly scheduled to work the hours or runs in Paragraph B. 1. above.

3. Cooks, Bus Drivers and part-time Custodians hired after the effective date of this 1998-2001 agreement shall not receive vacation pay.

**Section 3.**

Employees who are eligible for vacation pay shall receive pay based on their regular work schedule. Eligible Cooks and Bus Drivers opting to use their accrued vacation during the school year, will only receive the unused portion of their vacation pay at the end of the year.

**Section 4.**

The computation of vacation for eligible employees shall be based on a July 1 to June 30 school year. New hires eligible for vacation will have their first years vacation prorated on the time worked through June 30<sup>th</sup> of their first year of employment. Overtime will not be computed in the payment of vacation pay.

**Section 5.**

Bus Drivers and cooks opting to use their vacation during the school year will not receive their vacation pay at the end of the school year.

**Section 6.**

The computation of vacation will be based on a July 1 to June 30 school year. New hires will have their first year's vacation prorated based on the time worked during the first vacation calendar of July 1 to June 30 of that year.

## ARTICLE XX WORKERS' COMPENSATION

**Section 1.**

The employer shall provide Workman's compensation for all employees covered by this agreement in accordance with the Michigan Law. All employees injured on the job shall be covered as follows:

- A. Seniority shall continue under Workman's Compensation.
- B. The employer shall continue to pay the employee's full hospitalization, life insurance and Teamster Welfare coverage for twelve (12) months during said injury.
- C. Any employee who is covered by sick days may use approximately 1/3 of a sick day for each day of injury in order that said employee can draw a full weekly pay check as if worked.

**ARTICLE XXI  
MEDICAL & LIFE INSURANCE**

**Section 1. Term Life**

The Board of Education will provide term life insurance for employees as follows:

A.	Full-time employees .....	\$25,000
B.	Regular part-time employees .....	\$15,000
C.	Part-time employees .....	\$10,000

**Section 2. Medical**

- A. The Board of Education agrees to fully pay family medical insurance for all full time and (6.5) hour a day employees regardless of the classification of the employee. Coverage is to be equal to all current BC/BS with master medical.
- B. Employees working less than forty (40) hours per week, but not less than twenty (20) hours per week shall have a prorated amount paid toward their medical insurance premium for the year.
- C. Employees working less than twenty (20) hours per week shall be authorized to participate in the district's medical insurance plan at the employee's expense.
- D. The Board agrees to pay the following if the employee chooses to not participate in the medical coverage.
- a. Full-time employee:
- |    |                         |                  |
|----|-------------------------|------------------|
| 1. | Single .....            | \$75.00 a month  |
| 2. | Employee & spouse ..... | \$90.00 a month  |
| 3. | Full family .....       | \$105.00 a month |
- b. Regular part-time employee:
- |    |                         |                 |
|----|-------------------------|-----------------|
| 1. | Single .....            | \$45.00 a month |
| 2. | Employee & spouse ..... | \$55.00 a month |
| 3. | Full family .....       | \$65.00 a month |

**Section 3.**

Overtime will not be used to determine the employee's status for the medical and term life insurance coverage. Employees on unpaid leave of absence will be required to reimburse the school district for the premium paid to sustain their medical and term life insurance coverage while on unpaid leave.

**Section 4.**

Part time employees hired after November 4, 1998, will not receive insurance benefits until they reach full-time status.

**ARTICLE XXII  
TEAMSTER WELFARE, DENTAL AND VISION INSURANCE****Section 1.**

The employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each regular employee covered by this agreement a dental and optical contribution of Six Dollars and forty cents (\$6.40) per week.

**Section 2.**

If an employee is absent because of illness or off the job injury and notifies the employer of the illness or injury, the employer shall continue to make the required contributions to the Welfare Fund for a period of (4) weeks. If an employee is injured on the job, the employer shall continue to pay the required contribution for a period not to exceed (12) months from the date of the injury.

**Section 3.**

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence, sufficient funds to pay the required contribution to the Welfare fund.

**Section 4.**

Notwithstanding, anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of the contributions to the welfare fund, in accordance with the rules and regulations of the trustees of such fund and after a seventy-two (72) hour notice has been delivered to the Employer by a local Union official, the Union shall have the right to take such action as it deems necessary to collect such delinquent payments, and it is further agreed that the Employer shall be responsible for the losses of the employees resulting thereof.

**Section 5.**

By the execution of this Agreement, the employer authorizes the employers associations who are signatories to collective bargaining agreements with the Teamsters unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund and to designate the employer trustee under such trust agreements, hereby waving all notice thereof and ratifying all actions already taken or to be taken by such trustees within the scope of their authority.

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## ARTICLE XXIII RETIREMENT BENEFITS

### Section 1.

The Employer agrees to pay the amount legally required by the State's school retirement program for all employees covered by this Agreement.

### Section 2.

The Employer will reimburse all employees with ten (10) years of seniority for unused sick leave upon retirement at regular wages not to exceed \$800.

## ARTICLE XXIV BUS RELATED CLASSIFICATION

### Section 1. Bus Runs and Assignments

- A. The assignment of buses and bus runs, including time schedules and runs, are vested in the Employer and may be changed at any time to meet the adequate transportation needs of the District at the discretion of the Employer.
- B. Bus runs will be bid by the end of the third week of work in each semester. Runs will be awarded by seniority.
- C. Drivers cannot challenge the run time set by the supervisor ten (10) working days after the bid.
- D. Drivers will be guaranteed a minimum of one (1) hour time for each run and or special trip. After the first hour, the time will be clock time.
- E. The supervisor will guarantee the time of a driver's run at the time of the bidding for the remainder of the semester.
- F. The supervisor will include five (5) minutes a day on each drivers work day to cover incidental delays caused by weather, accidents, detours, etc. Delays in excess of thirty (30) minutes will be added to the driver's clock time.
- G. A.M. and P.M. leaves of absence during the semester may be filled by the supervisor without using the bidding process. The vacancy will be open at the next semester opening.
- H. Drivers with middle runs who are on extended leave (more than ten (10) days) will have their middle runs passed on to the next senior qualified driver as long as no changes are made on their assigned A.M. and P.M. runs. An exception is authorized for Frostick drivers when they have an opportunity to pick up a Meyer or Career Center run.

**Section 2. Overtime**

- A. All time offered a driver over and above their regular scheduled runs at the time of the bid will be treated as overtime unless the middle runs are reassigned according to Section H.
- B. The supervisor will offer overtime including available runs and special trips to regular drivers on a rotating basis unless the supervisor has a need to equalize the overtime among the drivers.
- C. Probationary, temporary and substitute drivers will not be authorized overtime unless the regular drivers are not available.
- D. Overtime refused by a driver will be treated as if the driver accepted the overtime.
- E. Overtime will be equalized annually by the transportation supervisor. The overtime list will be posted and the drivers with the low overtime will be equalized by the supervisor. All overtime will be included when equalizing including substitute time in a different classification.
- F. Drivers paid double or triple time on overtime will be charged on the overtime roster according to time paid. Example: (1) hour paid double time will be charged two hours on the overtime roster.
- G. The overtime roster cannot be challenged by the employee five (5) days after the posting.
- H. Drivers wanting to sub in different classifications may be authorized provided they are qualified and available. (see board handbook on job descriptions and qualifications).
- I. Drivers will not be authorized to refuse bus overtime to sub in a different classification. Two bus overtime refusals per semester will remove the driver from the sub cook or custodial overtime roster.
- J. Drivers will not be authorized to adjust their regularly scheduled runs to become available to sub in another classification.
- K. Subbing in another classification will not enable the driver to obtain dual classification seniority. Seniority classification will remain as a bus driver.

**Section 3. Special Trips**

- A. A special trip will be any trip that is not a regular run.
- B. Special trips will be posted twenty-four (24) hours in advance. Trips will be assigned by the supervisor in rotation or in regards to the need to equalize the overtime. Two hours additional compensation will be paid a driver for failure to notify of a special trip departure at least twelve hours in advance unless the failure is driver caused. The Employer agrees to pay three (3) hours show up time for any special trips that are not canceled two (2) hours in advance.

- C. Drivers will be paid according to driving time on overnight field trips (eight (8) hours guaranteed). Lodging and meals will be paid a driver while on the overnight trip.
- D. Sponsors of the field trip will be responsible for the supervision of the students while on the field trip.

#### **Section 4. Breakdowns or Accidents**

- A. In the event of any breakdown or accident, the employee shall be compensated at his regular hourly rate of pay after the first thirty (30) minutes spent beyond the regular scheduled running time of the trip.
- B. Drivers are required to pre-trip inspect their buses before each run or trip. Bus breakdowns or items in need of repair must be reported immediately on the forms provided at the bus garage. Pre-tripping includes, according to Federal and State laws and Board policy, a visual inspection of tires, mirrors, lights, doors, etc. Run time will include ten (10) minutes a run for pre-trip inspections, fueling and cleaning. From December 1 through March 31 of each year, ten (10) minutes will be added to the first run (A.M.) of the day only.

#### **Section 5. Miscellaneous**

- A. The District agrees to pay one (1) hour's wages per semester for the drawing and maintaining of each route map. Drivers will be required to keep their maps current at all times and maintain seating charts for each run.
- B. Bus drivers will be provided admission tickets to events scheduled on special trips and will be reimbursed for meals according to the below listed guidelines:
  - 1. Trip departure before 7:00 a.m. and for 4.5 hours driver time.  
\$4.00 breakfast maximum.
  - 2. Trip departure before 11:30 a.m. and for 4.5 hours driver time.  
\$4.50 lunch maximum.
  - 3. Trip departure before 5:00 p.m. and for 4.5 hours driver time.  
\$5.50 dinner maximum.

Payment for meals shall be made quarterly.

- C. The Employer agrees that bus drivers making five (5) runs a day will be considered full time eight (8) hours a day drivers and will be paid accordingly.
- D. All drivers covered by this contract will be guaranteed (175) work days in any school year provided the district is working a normal school year and is open.
- E. Drivers may be required to submit to medical/substance abuse examinations at the Employer's expense if there is cause to believe the driver's ability to drive is impaired according to Federal, State and Board policy.
- F. New bus drivers will be responsible for the costs of their initial driver's license. Regular drivers will be reimbursed for their license renewals. Driver training and testing will be at the Employer's expense.



- G. Drivers are required to attend work related meetings or workshops (not to exceed 6 per year) unless excused or on leave. The Driver will be paid their regularly hourly rate of pay for the time spent at these meetings.
- H. Drivers may be requested to pick up or drop off a student as long as the driver is not required to drive the bus out of his assigned route area without the district being charged for an extra run.
- I. Drivers report directly to the transportation supervisor.
- J. Drivers will complete student discipline tickets in a timely manner and turn them into the supervisor. Drivers acknowledge that the bus rules are for the safety of the students and the safe operation of the bus, therefore, will enforce the rules as promulgated by the district.

## ARTICLE XXV COOK RELATED CLASSIFICATION

### Section 1.

All cooks will report directly to the Food Service Supervisor or head cook if designated by the supervisor.

### Section 2.

The Food Service Managers shall be responsible for the establishment of the number of hours required for the operation of the kitchen.

At the beginning of each semester, the number of hours worked in each kitchen during the previous semester, shall be basis for establishing a temporary work schedule. One week after the school attendance count, the Food Service Manager will post all building kitchen staff positions and hours. Positions will be bid and filled by seniority.

If, during the semester, a material change in operation causes an increase or decrease of more than fifteen (15) minutes in a position, another bid posting shall be required. Changes will be discussed with the Steward prior to the posting. Working hours will not be arbitrarily changed.

### Section 3.

Cooks working 6.5 hours will be considered full time for benefit consideration. All part time cooks shall work a minimum of four (4) hours a day.

#### Benefits:

There will be no reduction in benefits for four (4) current positions whose hours will be reduced by one-half (2) hour for 1997-98 school year.

### Section 4.

Cooks will be guaranteed work for the number of full student days as mandated by State law.

**Section 5.**

Four (4) full-time benefit positions will be maintained.

All Head Cooks to receive an additional five (54) cents per hour upon ratification of Agreement.

**Section 6.**

Substitutes will be assigned the low cook hour positions in a kitchen. A lower hour cook may transfer to another kitchen if an absence is known two (2) days in advance and the absent cooks hours are more than the lower hour cooks.

**Section 7.**

The Food Service Supervisor at the end of each semester will assign cooks for clean up.

**Section 8.**

Cooks may be required to attend work related meetings or workshops unless excused by the Food Service Supervisor. The cook will be paid their regular hourly rate of pay for the time spent at these meetings.

**Section 9.**

Kitchen helpers may be employed by the district to assist cooks with non-cooking related duties in the kitchen.

**Section 10.**

Incidental overtime will be first offered and rotated amongst employees at the location requiring the overtime. Scheduled overtime will be rotated amongst all cooks. When all cooks have the opportunity to work, no overtime hours will be charged.

**ARTICLE XXVI  
CUSTODIAL & MAINTENANCE RELATED CLASSIFICATION**

**Section 1. Custodians**

- A. All custodians report directly to the building principal for all general orders for the shift and for any after school activities coming under his/her jurisdiction.
- B. The custodian will be responsible to the Supervisor of Building and Grounds for all training, equipment and supplies and for his/her work cycle at the assigned work station.
- C. Custodians are required to report all building maintenance needs on work order request forms as provided by the Supervisor of Building and Grounds.

- D. Custodians may be required to wear uniforms provided by the employer. The custodian steward will assist in a selection of a uniform. If required, the Board of Education will provide two uniforms a year for each custodian.
- E. Custodians will assist the maintenance worker whenever two persons are required for safety reasons: such as, stabilizing a ladder and etc.
- F. Custodians will inspect all fire extinguishers and alarms assigned to their work station every three months. Faulty alarms and extinguishers will be reported to the Supervisor of Building and Grounds immediately with copies of the report forwarded to the Union Steward.
- G. New hire custodians will be employed on the basis of qualifications and abilities. The Board of Education reserves the right to establish qualifications. Regular custodians are considered to be equally qualified.
- H. Custodians will be authorized to place their position up for bid every semester on the first Friday in each semester. Positions up for bid will be awarded by seniority. Custodians not releasing their positions will return to their same position.
- I. Custodian positions vacant during a semester may be filled by a temporary employee or substitute until the next bid session, at which time the vacated position will be included in the bid, unless there is an opportunity for increase pay because of a shift change or other type of promotion.
- J. Custodians operating employer vehicles and equipment will operate them in a safe and proper manner at all times.
- K. Custodians will be required to comply with MIOSHA safety standards all times while on the job.
- L. The employer agrees to no outside window washing below 40 degrees with the exception of emergency situations as shall be determined by the administration.

## **Section 2. Maintenance**

- A. All maintenance personnel report directly to the Supervisor of Building and Grounds.
- B. Maintenance personnel may be required to wear uniforms as provided by the Employer. If required, the employer will provide two uniforms each year.
- C. Maintenance workers will inform the supervisor of Building and Grounds when outside vendors should be called in to service a particular maintenance request.
- D. Maintenance workers will be required to upgrade their training as requested by their supervisor at employer expense.
- E. Maintenance workers may be required to work flex time due to the nature of their work. Overtime will be governed by the terms listed in this Agreement.
- F. Maintenance workers will be required to comply with MIOSHA standards while operating equipment, tools or using chemicals while on the job at all times.

- G. Maintenance jobs shall be awarded on the basis of qualifications, abilities and seniority. The Board of Education reserves the right to establish qualifications.
- H. Custodial/Maintenance personnel may leave their work station during lunch provided they punch out and punch in.

## ARTICLE XXVII ACT OF GOD DAYS

### Section 1.

The Teamster Local #214 will be granted the same benefits awarded the teachers for the Act of God days.

### Section 2.

Employees working on the Act of God days shall receive double time for that day, if called to work by their supervisor. Employees at work when Act of God day is called will be compensated for the time worked at their regular rate of pay for the time worked. If required to work after the Act of God day is called, the employee will be paid double time. Custodians will not be penalized in pay for an Act of God day.

### Section 3.

The employee may use a vacation day or sick day in order to receive a full pay for the pay period.

## ARTICLE XXVIII WAGES

### Section 1.

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hourly rate, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

### Section 2.

It is understood that there is no retroactive wage adjustment for employees no longer working for the District at the time of this contract ratification.

### Section 3.

Terms of this contract are for three (3) years.

## ARTICLE XXIX SEPARABILITY AND SAVINGS CLAUSE

### Section 1.

If an article or section of this Contract or any addendum thereto should be held invalid by law or by any other tribunal of competent jurisdiction, or if compliance with or enforcement of article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any addendum thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

### Section 2.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall promptly enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands.

## ARTICLE XXIX TERMINATION CLAUSE

### Section 1.

This Agreement shall be in force and effect from July 1, 1998 to and including June 30, 2001, and shall continue in full force and effect from month to month thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

### Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least (60) days prior to June 30, 2001 or June 30 of any subsequent contract year advising that such party desires to continue this agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

### Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation or amendment notice to this agreement, the parties agree to start negotiations before the expiration or amendment date of this agreement.

**Section 4.**

In the event of an inadvertent failure by the union or employer to give notice set forth in Section 1, 2 and 3 of this Article, such party may give notice at any time prior to the expiration or automatic renewal date of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this 8<sup>th</sup> day of July, 1999, effective July 1, 1998.

**CROSWELL-LEXINGTON  
COMMUNITY SCHOOLS**

**TEAMSTERS LOCAL 214**

Jeff Jackson

Kenneth C. Gassch

John A. McLean

Al Wilkerson

Jeffrey A. Stuchlik

Mary Norman

Debra J. Johnson

Denise Stone

Donna R. Echeverria

Judith Whitman

## SCHEDULE "A"

<b>MAINTENANCE</b>	<b>1998-1999</b>	<b>1999-2000</b>	<b>2000-2001</b>
Start	\$11.15	\$11.43	\$11.72
1st Year	11.96	12.26	12.57
2nd Year	12.23	12.54	12.85
3rd Year	12.51	12.82	13.14
4th Year	12.99	13.31	13.64
Shift Differential	.20	.20	.20
Maintenance in Training	11.54	11.83	12.13
<b>CUSTODIAL</b>	<b>1998-1999</b>	<b>1999-2000</b>	<b>2000-2001</b>
Start	\$10.16	\$10.41	\$10.67
1st Year	10.92	11.19	11.47
2nd Year	11.14	11.42	11.71
3rd Year	11.48	11.77	12.06
Shift Differential	.20	.20	.20

<b>COOKS</b>	<b>1998-1999</b>	<b>1999-2000</b>	<b>2000-2001</b>
Start	\$8.57	\$8.78	\$9.00
1st Year	9.36	9.59	9.83
2nd Year	9.61	9.85	10.10
3rd Year	9.92	10.17	10.42
Shift Differential	.20	.20	.20
Kitchen Helper	6.87	7.04	7.22
Head Cook			
Secondary	.46	.46	.46
Elementary	.25	.25	.25

## SCHEDULE "A"

BUS DRIVERS	1998-1999	1999-2000	2000-2001
Start	\$10.50	\$10.76	\$11.03
1st Year	11.34	11.62	11.91
2nd Year	11.60	11.89	12.19
3rd Year	11.84	12.14	12.44
4th Year	11.99	12.29	12.60
Shift Differential	.20	.20	.20

Shift Differential starts at 5:00 p.m.



MEMORANDUM OF UNDERSTANDING

It is hereby understood and agreed between the Croswell-Lexington Community Schools Board of Education and the Teamsters, State, County and Municipal Workers, Local 214, as follows:

Employees Renee Scheid, Denise Sloan and Denise Taylor shall be entitled to one (1) weeks vacation in accordance with the provisions of Article XIX, Vacations, Section 2 of the Agreement between the Croswell-Lexington Schools and the Teamsters.

Said Memorandum of Understanding shall remain in full force and effect until the expiration of the current Agreement, providing that, employees Scheid, Sloan and Taylor continue active employment status within the bargaining unit.

CROSWELL-LEXINGTON SCHOOLS

TEAMSTERS, LOCAL 214

Alan Luce

Denise Sloan

Charles C. Smith

Chris Larson

Jeff Jackson

Judy Whitman

\_\_\_\_\_

Denise Taylor

Anthony F. March

DATED: April 5, 1995