

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY
OF PONTIAC
AND
LOCAL 719 OF AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES' UNION (AFL-CIO)

(Operation Employees)

July 1, 2004 - June 30, 2007

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AND
LOCAL 719 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES' UNION (AFL-CIO)**

(Operation Employees)

This Agreement is entered into this 6th day of December, 2004 by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "**Board**," and Local 719 of the American Federation of State, County and Municipal Employees (AFL- CIO) and Council 25, hereinafter called the "**Union**," pursuant to Act 379 of the Michigan Public Acts of 1965.

ARTICLE I PURPOSE AND INTENT

- Item 1 The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Union. The Board and the Union shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- Item 2 During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision in the Agreement.
- Item 3 The Board shall not negotiate with any other operation group or organization claiming representation during the term of this Agreement.
- Item 4 The Union, employee, and Board agree the provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, race, color, creed, national origin, handicap, or political affiliation.
- Item 5 The Union shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director of Employee Relations or designated representative(s) as representative(s) of the Board to discuss matters of mutual interest concerning the District which fall outside the provisions of this Agreement. The purpose of these meetings shall be to provide a means whereby: items of concern to the Union may be brought to the attention of the Board representative(s) for consideration; items of concern to the Board representative(s) may be brought to the attention of the Union for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Union and the Board may be discussed.

ARTICLE II RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all regular operational employees, including Bus Drivers, Relief Bus Drivers, Warehouse Clerks, Truck Drivers, Truck Driver/Relief Bus Drivers, Custodians, Laundry Operators, Grounds Journeymen, Auto Mechanic Journeymen, Helpers, Laborers, Messengers, and Audio Visual Technicians employed in the District. Additional classifications which are established within the bargaining unit in a non-supervisory role during the term of this Agreement shall be subject to negotiations between the Board and the Union in respect to wages, hours of employment, or other conditions of employment.

ARTICLE III BOARD RIGHTS

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, such as, the determination of policies, operations, assignment, schedules, discipline and layoffs for the orderly and efficient operation of the District.

The Board reserves the right to operate and manage its affairs in all respects in accordance with its responsibilities. Powers and authority which the Board has not explicitly abridged, delegated or modified by this Agreement are retained by the Board of Education.

It is the exclusive right of the Board to establish work rules, establish schedules of work, determine and establish methods, processes and procedures by which work is to be performed as well as set work standards. The Board reserves the right to make work assignments in emergency situations.

The Board has the right to schedule overtime work as required, consistent with the provisions set forth in Article XI, Section O.

The parties hereto understand that every incidental duty connected with assignments enumerated in job description are not always specifically set forth.

Board to adopt alcohol and drug policy; Union to have the right to challenge the policy on reasonableness grounds for the first thirty days after issuance of the policy. Union to have the right to file a grievance on behalf of any member who may face charges as a result of the policy.

Board to adopt absenteeism and tardiness policy. Union to have the right to file a grievance on behalf of any member who may face charges as a result of the policy.

ARTICLE IV UNION AND EMPLOYEE RIGHTS

Section A Union Rights

- Item 1 Nothing contained in this Agreement shall be construed to deny or restrict to any rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board Policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Union to achieve these rights.
- 1.2 The District shall notify Local 719, President and Council 25 of any changes in hours of employment at least five (5) calendar days prior to change.
- Item 2 The Union may use the District mail service and employee mail boxes for communication to employees. The Union shall have the right to post notices of activities and matter of Union concern on employee bulletin boards, at least one of which shall be provided. The Union representative has the responsibility to maintain the bulletin board space assigned for Union use. All notices posted on this board must be signed by the Union representative if they are not identified as from the Union. The rights granted herein to the Union shall not be granted or extended to any competing labor organization. A copy of any notice shall be forwarded to the Board on request.
- Item 3 Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils, or special assignments of any District employees.
- Item 4 The Union shall have the right to use the Board audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- Item 5 The Union shall be permitted the use of school facilities for regular and special business meetings and for Union committee meetings, provided such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the district.
- Item 6 On reasonable notice the Board shall provide the Union with copies of regularly prepared Board, County, State and Federal reports on information concerning the financial resources of the District including the annual financial reports and audits, preliminary and final budget documents including treasurer's reports, agendas and minutes of Board meetings, membership data, information on file in the personnel office on all employees: name, location, assignment, salary, experience level, rate of pay, sex, date of birth, as well as other recorded information that is readily available to assist the Union in representing employees. Restricted or confidential information

pertaining to the evaluation of an employee's performance prior to employment in the District and Board evaluations contained in the personnel file shall not be available to the Union. The Union shall assume the cost of copies when only the original is available.

- Item 7 In each fiscal year, the Union shall be granted released time not to exceed fifteen (15) days or a total of one hundred twenty (120) hours to enable officers and/or designated representatives to conduct business which pertains to the Union. Requests for released time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or the Personnel Department.
- Item 8 The Union shall be granted released time not to exceed twenty (20) days or a total of one hundred sixty (160) hours to enable the Union negotiating team to participate in scheduled negotiation sessions with the Board during regular work hours. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Toward this aim, the bargaining committee of the Union shall consist of no more than ten (10) members who are employees of the District or members of Michigan Council 25, AFSCME. The Board shall rely on the Union President to furnish the names of the committee members who are to represent the Union in bargaining sessions.
- Item 9 District shall submit in writing a notice of change in starting time at least five (5) calendar day notification to be sent to AFSCME Local 719, President and Council 25.

Section B Employee Rights

- Item 1 Any case of assault upon an employee as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the Board or its designated representatives. The Board shall provide necessary legal counsel to advise the employee of the employee's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- Item 2 The Board shall provide an appropriate locked facility and provision for the safekeeping of employee valuables. The Board shall not be held liable for any and all such loss as may occur.
- Item 3 Employees shall be provided copies of any material relating to the employee's attitude or performance on the job prior to the material being placed in the employee's personnel file.
- Item 4 Each employee shall be given a copy of the Master Agreement.

ARTICLE V UNION SECURITY

To the extent that the laws of the State of Michigan and the United States permit, it is agreed that:

- Item 1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- Item 2 Employees hired after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following their probationary period.
- Item 3 Employees hired prior to the effective date of this Agreement are required to become union members or pay a service fee as a condition of continued employment. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following their probationary period.
- Item 4 Union members shall meet the conditions of this Article as long as they are no more than sixty (60) days in arrears in payment of membership dues or service fee. The Board shall be notified in writing by the Union of employees covered in Items 1, 2, and 3 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.
- Item 5 Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for checkoff of dues or fee form or make a single payment for the full year dues directly to the Union treasurer. The Union will provide the Board with signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 6 The Personnel Department shall make available upon request to designated Union representatives information on: new employees hired, including their employment dates and location of assignments; employee terminations; and employees who return from leave.
- Item 7 The employer agrees to deduct from the wages of any employee who is a member of the Union a People deduction as provided for in a written authorization. Such authorization must be executed by the employer and the union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- Item 8 The Union shall assume the legal defenses of any suit or action against the Board regarding this Article. The Union further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Union, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the

Union's legal counsel has the authority to direct the defense of any lawsuit involving this Article; and the Union shall have the right to compromise or settle any claims made against the Board under this Agreement.

ARTICLE VI HOURS OF EMPLOYMENT

Section A Work Day and Work Week

- Item 1 A full-time employee is defined in this Agreement as an employee assigned to a position of eight (8) hours a day, forty (40) hours a week for forty (40) or more weeks in the work year. The normal work day shall consist of eight (8) hours on the job plus one half (1/2) hour unpaid, uninterrupted lunch period.
- 1.1 In the event the Board, due to financial limitations, establishes a seven (7) hour day for a full-time employee during the term of this Agreement, a full-time employee, for purposes of this Agreement, would be defined as an employee assigned to a position of seven (7) hours a day, thirty five (35) hours a week for forty (40) or more weeks in the work year.
- 1.2 The District shall notify Local 719 President and Council 25 of any changes in hours of employment at least five (5) calendar days prior to change.
- Item 2 A part-time employee, for purposes of this Agreement, is defined as an employee assigned to a position of fewer than eight (8) hours a day or forty (40) hours a week for fifty-two (52) or fewer weeks in a work year.
- 2.1 In the event the Board, due to financial limitations, establishes a seven (7) hour day for full-time employees during the term of this Agreement, a part-time employee for purposes of this Agreement, will then be defined as an employee assigned to a position of fewer than seven (7) hours a day or thirty-five (35) hours a week for fifty-two (52) or fewer weeks in a work year.
- 2.2 The District shall notify Local 719, President and Council 25 at least five (5) calendar days prior to change.
- Item 3 Part-time bus drivers shall have a minimum five and one-half (5 1/2) hour day during the regular school year (K-12 school calendar) for all days worked that school is in session. Exception to the five and one-half (5 1/2) hour day shall be: P.M. drivers, whose day shall be a minimum of four (4) hours; and drivers working on days when all Pontiac Schools are not in session, whose day shall be a minimum of three (3) hours. The Board can assign additional operational duties to meet the time minimums.
- Item 4 Certain positions because of their nature (ex., school bus driver) require the employee filling the position to take a lunch, or off, period longer than the usual one-half (1/2) hour. The longer lunch or off period will be necessary when the interval between the beginning and completion of the responsibility for any one day exceeds 8 1/2 hours.
- Item 5 The time of lunch, or off, period shall be determined by the immediate supervisor.

- Item 6 The length of the lunch, or off, period for transportation personnel shall be determined by the Transportation Supervisor.

Section B Rest Periods

Employees shall be entitled to one (1) fifteen (15) minute rest period within each four (4) hour work period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT

Section A Advancements

- Item 1 A new employee in the journeyman classification shall be on probation for six (6) months, by the end of which period the employee must have received a recommendation for continued employment from the appropriate Supervisor and appropriate Personnel Director in order to secure regular employment status.
- Item 2 Within sixty (60) days following the completion of the six (6) month probation period, an individualized schooling program shall be developed for employees classified as helpers. This program shall define the requirements for the helper to become a journeyman and will include a schedule for completion of the program related to the job. The program shall be developed jointly by the employee's foreman, appropriate Supervisor and the Personnel Department. Until the requirements of the program have been met, the employee shall remain classified as a helper.
- Item 3 A helper who qualifies as a journeyman can only advance providing a journeyman vacancy exists.
- Item 4 A helper who is at the maximum helper rate of pay (end of 12 months), who has four (4) years of experience as a helper with the Board and who has successfully completed the schooling program designed by the appropriate Personnel Director, shall be assigned the journeyman classification on July 1 of the next fiscal year.
- Item 5 An apprentice who qualifies as a journeyman upon completion of the apprenticeship training program can advance to a journeyman position providing there is a vacancy in the journeyman classification. If there is no vacancy, the apprentice shall become a journeyman no later than July 1 of the next fiscal year.



- Item 6 An employee, who after becoming an apprentice fails in the apprenticeship program, shall be reassigned to an operational position for which qualified. In the event such a vacancy does not exist, the employee shall be laid off. The employee shall be recalled to the first operational position for which he/she can qualify, providing that there is no recall list for that classification.
- Item 7 Employees shall be placed at their current experience level in the new classification when promoted.

Section B Postings

- Item 1 For the benefit of interested employees, full-time position openings shall be posted in all schools seven (7) calendar days prior to the filling of the vacancy. Postings shall indicate length of work year and shall state whether such posting is permanent or temporary. The District shall notify Local 719, President and Council 25 at least seven (7) calendar days prior to posting position.
- Item 2 Applicants shall be advised of how the position is filled within fourteen (14) days after the posting. A current employee awarded a position shall not serve a trial period. An employee going from less than eight (8) hours to eight (8) hours may or may not receive benefits immediately.

Section C Transfers

- Item 1 An employee is eligible for transfer if a position for which the employee is applying offers a better shift or more pay, with the following exceptions:
 - 1.1 A bus driver who has completed the probationary period may apply to transfer to a custodial position provided no other operational employee applies.
 - 1.2 Any request for a transfer within the same classification shall be honored prior to transfers from outside the classification.
- Item 2 An employee is eligible for transfer if serious extenuating circumstances exist.
- Item 3 An employee, other than a bus driver, may request a transfer in the same classification to another building providing the employee has served in the employee's present building one (1) year or more.
 - 3.1 When a vacancy occurs in a building, employees on the same shift may transfer to the vacant work assignment(s) by seniority. Employee(s) awarded the posted vacancy will receive the resultant vacant work assignment.
- Item 4 Selection of bus runs shall be made at the beginning of the school year.
 - 4.1 Drivers shall be notified of the bus run selection day(s) by a posted notice in the Transportation Building Lounge prior to the end of school. Certified drivers shall make their selection on the basis of seniority. Certified drivers not

attending their scheduled selection day shall be assigned at the discretion of the Board.

4.2 All runs will be bid each year by seniority.

Item 5 Openings on runs during the school year shall be posted for selection only in the Transportation Building Lounge for a period of three (3) full work days. The results of the selection shall be posted in the Transportation Building Lounge.

5.1 After the original bus run selection at the beginning of the school year, drivers shall be eligible to transfer to another run. This transfer right may be used for a maximum of three (3) times between September through June.

5.2 After the third transfer in a series, the vacancy then created shall not be posted.

Item 6 When a run is selected at the beginning of the school year or posted during the school year, the run listed shall show the route, whether activity runs are assigned, and approximate hours required. Additional hours shall be on a seniority basis up to a maximum of eight (8) hours per day.

Item 7 Kindergarten runs are in addition to regular runs and shall be assigned on the basis of seniority from available drivers who have proven reliability. Kindergarten runs shall be paid at the straight time hourly rate.

Item 8 Items 1, 1.1, 2, 3, 4, 5, and 7 of this Section are contingent upon an employee's job performance being satisfactory in the present position.

Item 9 Prior to the opening of school each year, a special meeting shall be held for the bus drivers to select the established regular 1-12 runs which compose a package. At least two week notification of the meeting shall be given. All bus driving runs will be assigned by seniority bidding. Drivers absent from that meeting will be assigned to those packages that remain without bid at the end of the meeting. However, any driver unable to attend the special meeting for a reason acceptable to the supervisor will be allowed to delegate his/her bid to another driver who shall act as his/her agent. Such delegation shall be in writing.

Item 10 All temporary summer operation's jobs will be assigned on the basis of seniority bid.

Section D Seniority

Item 1 The first six (6) months of a new employee's employment shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period, if, in the Board's opinion, the employee is not suited to the District's needs. New employees shall be required to complete an orientation that is offered and provided by the school district.

Item 2 An employee continued in employment for more than six (6) months shall have seniority rights within the bargaining unit; such seniority shall be computed from the date of employment. A part-time employee continued in employment for more than

four (4) months shall have seniority rights within the employee's current classification only, with the exception of Article VII, Section C, Item 1.1.

- Item 3 The principle of seniority shall be applied to transfers and promotions when the employees involved have attained similar levels of qualifications for the following positions: Grounds Journeyman, Auto Mechanic Journeyman, Warehouse Clerk, Helper and Apprentice.
- Item 4 The principle of seniority shall be applied to transfers and promotions for the following positions: Custodian, Bus Driver, Truck Driver and Laborer.
- Item 5 Seniority shall not be interrupted by reason of transfer, promotion, sick leave, or leave of absence authorized by the Board. Seniority shall not be interrupted by reason of layoff except as noted in the Recall Section of this Article.
- Item 6 An employee's seniority shall terminate if he/she:
- 6.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
 - 6.2 Is absent from work for three (3) consecutive days without notifying the supervisor prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given;
 - 6.3 Following a layoff for lack of work or funds, he/she fails or refuses to notify the Board of his/her intention to return to work within fourteen (14) calendar days after written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Board, having notified the Board of his/her intent to return fails to do so within fourteen (14) calendar days prior to such notice is sent or upon the day established by the Board for his/her return, whichever is later;
 - 6.4 Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation;
 - 6.5 Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee has acquired in the bargaining unit at the time of layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of the 1998-2001 Bargaining Agreement with the Board.
 - 6.6 Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.
- Item 7 Employees entering the Armed Forces shall accumulate seniority during their period of military service and shall be reinstated upon their release from service in a position equal to the one formerly held.

- Item 8 The Board shall maintain an up-to-date seniority list at all times and make this list available to the union twice a year.
- Item 9 An employee changing to a District supervisory position not included in the bargaining unit and thereafter returning to a position within the bargaining unit shall be granted all benefits and rights granted within this Agreement except that time outside the bargaining unit shall not be counted in the provision of seniority for transfer, promotion, or layoff purposes.

Section E Health Requirements

- Item 1 New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.
- Item 2 Current employees shall furnish annual or triannual proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.
- Item 3 Bus drivers shall be required to pass physical examinations necessary to fulfill state or program licensing requirements. Physical examinations shall be required, every three years. Physical examinations performed on or after March 1 for employees returning from medical leave of absence will be used to meet the requirement in the above sentence. Cost of such examinations shall be borne by the Board.
- Item 4 In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition (See Letter of Agreement #1).

Section F Discipline

- Item 1 Disciplinary action shall include oral reprimand, written reprimand, suspension, and dismissal. Suspension and dismissal shall be only by official notification by the Personnel Department. The Union shall be notified of a suspension or dismissal. The Union President and Council 25 shall be notified at least five (5) days in advance of the discipline or discharge.
- Item 2 The purpose of discipline is to correct inappropriate behavior or performance. No employee shall be disciplined without just cause.
- Item 3 Discipline shall occur if the employee fails to perform the duties required of the position or demonstrates inappropriate behavior.
- Item 4 The employee may request, and if requested, shall have Union representation present when being disciplined or discharged, except for oral reprimands. The employee shall be told an oral reprimand is being administered.
- Item 5 Any disciplinary action shall be done in privacy and in a discreet manner.

- Item 6 If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice or loss of pay or other benefits including seniority.
- Item 7 The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty, improper conduct, or incapability.
- Item 8 In lieu of dismissal, the Personnel Director may suspend an employee without pay for a period not to exceed five (5) work days.
- Item 9 After an eighteen (18) month period of satisfactory service, all written reprimands in an employee's file shall not be used against the employee in further disciplinary action and promotions or transfers.

Section G Safety

- Item 1 A safety committee shall be established to develop and report to the Safety Supervisor recommendations which will improve the safety of the working conditions of employees. Two (2) members selected by the Union shall serve on the safety committee. The safety committee shall meet as often as necessary to review the problems involving safety submitted by employees.
- Item 2 Bus drivers, when filling out repair orders or notices, shall in return get a notice back stating what was fixed before the bus can be driven.

Section H Evaluation

An employee shall receive a copy of a written evaluation by the building engineer and/or principal each school year of employment. This evaluation shall be reviewed and signed by the building engineer and the principal and forwarded to the appropriate administrator in the Physical Plant Services Department. Additional comments may be added by that administrator. The completed evaluation shall be returned to the employee for review and signature. Employee signature shall only indicate receipt of a copy. The completed evaluation form will then be forwarded to the appropriate Personnel Director and placed in the employee's personnel file. The employee will be allowed to attach comments to the evaluation form. Evaluations shall be fair and just.

Section I Layoff

- Item 1 Reductions in the work force shall be effected through the following procedures:
 - 1.1 The necessary number of part-time employees in the affected classification shall be immediately laid off.
 - 1.1.1 For purposes of layoff, relief bus driver and bus driver are the same classification.
 - 1.2 The necessary number of less senior full-time employees shall be laid off in the affected classification.

- 1.3 Any less senior full-time employee who is so removed shall be able to exercise seniority rights to bump according to the following rules:
 - 1.3.1 Any full-time operational employee can bump into laborer positions, if he/she is more senior;
 - 1.3.2 Any full-time journeyman can bump into a helper position in his/her classification, if he/she is more senior;
 - 1.3.3 Any full-time truck driver/relief bus driver can bump into a regular bus driver position, if he/she has held such a position previously, can requalify for that position, and is more senior;
 - 1.3.4 Any full-time operational employee can bump into a regular bus driver position, if he/she has held such a position previously, can requalify for that position, and is more senior.
 - 1.4 An employee who has bumping rights as set forth in Item 1.3 of this Section shall have the right either to exercise the bump or to accept the layoff until recalled. The employee shall sign a waiver to this effect.
 - 1.5 Less senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.
 - 1.6 When necessary for two (2) or more part-time employees to be laid off within a classification, the date of employment by the Board will determine the part-time employee(s) to be laid off. However, part-time employees have no rights to bump as set forth under Item 1.3 of this Section.
 - 1.7 The above layoff procedure does not apply to the normal reduction of work force during time school is not in session.
- Item 2 Employees to be laid off will be given at least fourteen (14) calendar days advance notice of the layoff except when the layoff is caused by circumstances beyond the Board's control. Copies of layoff notices shall be sent to the Union on the same date the notices are issued to employees.
- Item 3 In the event of temporary layoffs due to acts or occurrence not initiated or controlled by the Board, the employees immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall be regulated by seniority application.
- Item 4 In the event of a reduction or modification of the work force, the Board shall strive, within financial limitations, to provide as many full-time positions defined in Article VII, Section D, Item 2 as possible.

Section J Recall

- Item 1 The laid off employee shall be recalled in the reverse order of the layoff. The most senior employee shall be recalled to the first opening in the classification from which the employee was laid off, or, if the employee had bumped down from the original position in the reduction of the work force before being laid off, to such original position. Recall shall be by written certified letter, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within fourteen (14) calendar days after the date of delivery or proof of non-delivery. The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within fourteen (14) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return whichever is later.
- Item 2 Seniority shall be broken and employment terminated if the employee fails to return to work when recalled from layoff as set forth in Item 1 of this Section unless an explanation for the absence and lack of notice is given which is acceptable to the Board.
- Item 3 The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this Agreement.

Section K Sub Contracting

During the term of this Agreement, the Board of Education, prior to sub contracting any bargaining unit work, will discuss the matter with the appropriate representatives of Local 719 AFSCME to prevent loss of jobs within the bargaining unit.

Section L Issuance of Paychecks

If a payday should occur on an inclement weather day causing all schools and offices to close, the Board shall implement a procedure to issue paychecks for 719 operations employees who are required to report to work on that date providing no catastrophe has prevented the Payroll Department from preparing checks for issuance. Such a procedure may require the employee who worked to report to a central site to pick up the check. The Union will be promptly notified of any problem which might result in any delay in pay issuance. *See Letter of Agreement #2

In addition to the above, the Board and the Union will encourage direct deposit of paychecks for all operations employees employed as of the date of final ratification of this contract. All new employees hired after the final ratification of this contract will be required to enroll in direct deposit at the time of hire. Employees may choose direct deposit to any financial institution available to the Board. This arrangement is subject to the rules and regulations of the institution receiving the deposit.

ARTICLE VIII GRIEVANCE PROCEDURE

Definition

An employee with a complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement may register a complaint in the following manner:

Informal Appeal

Discuss the complaint with the appropriate supervisor with the object of resolving the matter informally.

Level One

The grievance must be presented to the appropriate supervisor within five (5) work days after the date of the occurrence or within twenty (20) work days of knowledge of the occurrence should extenuating circumstances exist. A written response will be provided within five (5) work days.

Level Two

If the employee is not satisfied at Level One, a written grievance shall be filed within five (5) work days of the appropriate supervisor's response with the administrator designated to conduct the Level Two hearing who shall review the claim and provide a hearing within five (5) work days of receipt of the claim. Union representative(s), Board representative(s) and grievant shall be present at this hearing. The administrator designated to conduct the Level Two hearing shall issue a written decision to the Union President, Chief Steward, and the grievant within five (5) work days after the hearing.

Level Three

If the Union is not satisfied at Level Two, the grievance shall be filed in writing within five (5) work days of the Level Two response with the administrator designated to hear Level Three grievances. Upon receipt of the claim, a hearing shall be scheduled within five (5) work days. The Staff Representative from Council 25 AFSCME shall be notified of the hearing. A written decision shall be issued to the Union President, Chief Steward, and the grievant within five (5) work days after the hearing.

Level Four

If the Union is not satisfied at Level Three, the Union may file the grievance to arbitration within thirty (30) work days after receipt of the decision from Level Three, and by written notice to the Board. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Union and the Board.

Within ten (10) work days after such notice to arbitrate, the Union and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected shall hear the matter as promptly as possible and shall issue the decision within thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision will be in writing and shall set forth findings of facts, reasoning, and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall have any authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Board, Union and grievant.

Union Representation

The employee may at informal appeal or at any step in the grievance procedure, request and have representation by a maximum of five (5) Union representatives, providing there is no interference with regular work hours and no cost to the Board.

Exception

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisor or administrative personnel, or to have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given the opportunity to be present at such adjustment.

Time Limits

No grievance shall be processed unless it is presented within five (5) work days of its occurrence or twenty (20) work days of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. Said extension shall be in writing by the party requesting the extension. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event that the Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union's grievance shall be automatically moved to the next Level.

ARTICLE IX PAID LEAVE

Section A Sick Leave

- Item 1 On July 1, each year full time employees will be credited with 13 sick days to be used in the manner listed below. On July 1, part-time employees will be credited with five (5) sick days to be used in the manner listed below. Unused sick days shall accumulate without limit. (See Letter of Agreement #3)
- 1.1 Personal illness, injury or disability.
 - 1.2 Serious illness, injury or disability in the immediate family (mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, step-child).
 - 1.3 Serious illness, injury or disability in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.
 - 1.4 Death in the family. (See Article IX, Section A, Item 1.2).
 - 1.5 Other reasons approved by the Superintendent of Schools.
- Item 2 After three (3) or more consecutive days of illness, a physician's written release may be required before the employee may return to work.
- Item 3 The unused portion of the annual sick leave shall accumulate without limit.
- Item 4 An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which Compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.
- Item 5 All sick leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed, except in cases when the employee qualifies for reimbursement on retirement as provided in the Retirement Pay Section of Article XI.

Section B Approved Leave Days

- Item 1 Three (3) days of each school year may be used by full-time employees as Approved Leave days.
- Item 2 Approved Leave days shall be deducted from accumulated sick leave.
- Item 3 Approved Leave days shall not be cumulative.
- Item 4 Approved Leave days may be used for the following reasons:

- 4.1 Registration for approved courses when such registration cannot be accomplished at a time other than the employee's regular work hours.
 - 4.2 Religious holidays which require absence from work.
 - 4.3 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.
 - 4.4 Funerals, other than those provided under other Sections of this Agreement.
 - 4.5 Emergencies such as automobile accidents or home fires which require the employee's presence.
 - 4.6 Inclement weather that causes the close of schools; provided that there is demonstrated evidence of the employee's sincere effort to report for duty.
- Item 5 Requests for Approved Leave for reasons other than those specified above may be submitted to the appropriate Personnel Director.

Section C Approved Military Leave

Employees who are required to serve annual training duty as a part of their military obligation to the U.S. Government shall receive the difference between the reservist's base pay and the regular District pay up to a maximum of two (2) weeks.

Section D Jury Duty

The Board shall pay the difference between the rate of jury pay and the employee's regular pay rate for time lost due to serving on jury duty.

Section E Family Leave

- Item 1 An eligible employee shall be entitled up to a maximum of twelve (12) work weeks of leave during any 12-month period for one or more of the following:
- 1.1 Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - 1.2 Because of the placement of a son or daughter with the employee for adoption or foster care.
 - 1.3 In order to care for the spouse, or a son, daughter, or parent, of the employee is such spouse, son, daughter, or parent has a serious health condition.
 - 1.4 Because of a serious health condition, that makes the employee unable to perform the functions of the position of such employee.
 - 1.5 An eligible employee may use accrued sick time vacation time during the life of F.M.L.A. for purposes of maintaining pay.

ARTICLE X LEAVE OF ABSENCE WITHOUT PAY

- Item 1 Leave of absence without pay may be authorized for all employees upon the recommendation of the appropriate Personnel Director as follows:
- 1.1 Certified personal illness, injury or disability.
 - 1.1.1 To apply for such leave, a request must be presented in writing to the appropriate Personnel Director accompanied by proof of personal illness, disability, or quarantine which has been certified by the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition.
 - 1.1.2 To return from such leave, the employee shall immediately notify the Board in writing of termination of the illness, disability, or quarantine, indicate anticipated return to work date, and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.
 - 1.2 Serious illness in the immediate family (mother, father, spouse, child, sister, brother, grandparent, or in-law, step-child).
 - 1.2.1 To apply for such leave a written request must be presented to the appropriate Personnel Director accompanied by proof of illness by an appropriate authority to certify it is necessary for the employee to attend to the family needs.
 - 1.3 Death in the family
 - 1.3.1 To apply for such leave, written request must be presented to the appropriate Personnel Director accompanied by proof by an appropriate authority to certify it is necessary for the employee to attend to the family needs.
 - 1.4 Union representation
 - 1.4.1 To apply for such leave, a written request must be presented to the appropriate Personnel Director accompanied by appropriate certification that the employee holds an elected or appointed full-time position with the Union.
 - 1.5 Education
 - 1.5.1 To apply for such a leave, a written request must be presented to the appropriate Personnel Director accompanied by proof of registration and enrollment.

- Item 2 To be eligible for a leave of absence for the reasons of Items 1.2, 1.3, 1.4, and 1.5, an employee must have been employed at least two (2) years. To be eligible for a leave of absence for the reasons of Items 1.1, an employee must have been employed at least one (1) year.
- Item 3 An employee who qualifies for a leave of absence shall submit a written request, accompanied by appropriate documentation, to the appropriate Personnel Director no later than four (4) calendar weeks after expiration of sick bank, or the last day of work, as appropriate. During this four (4) calendar week period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:
- 3.1 Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate.
 - 3.2 Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than once per week, and more often if appropriate. If an employee fails to make such a reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty or apply for a leave of absence prior to the expiration of the four (4) calendar week period, such failure shall be considered a voluntary quit.
 - 3.3 Four (4) additional weeks will be added to this time period for part-time bus drivers if the driver provides a physician's certification that the reason for the absence is personal illness or disability. Vacation periods will be counted for purposes of this Article.
- Item 4 Leave of absence shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of two (2) years. Seniority shall be broken and employment terminated if a written request for leave renewal, accompanied by appropriate documentation, is not made annually or the employee fails to report as available for duty at the expiration of the leave of absence, or the employee fails to notify the Board when the unpaid leave reason no longer exists, or the leave procedures are not followed.
- Item 5 A position will be guaranteed on return from a leave of absence according to the following provisions:
- 5.1 If a full-time employee returns from a leave of absence within one year from the last day of work, that employee shall be assigned to the original position in the same classification held prior to the leave. The Board and the Union understand that to meet the provisions of this Item, the board may staff the position on a temporary basis, which may include a temporary posting.

- 5.2 If a part-time employee returns from leave of absence within one year from the last day of work, that employee shall be assigned to the original position in the same classification held prior to the leave. The Board and the Union understand that to meet the provisions of this Item, the Board may staff the position on a temporary basis which may include a temporary posting.
- 5.3 If a full-time or part-time employee returns from a leave of absence after one year from the last day of work the Board shall make every effort to return the employee to the original classification or one commensurate to training or experience.
- 5.4 If necessary, the least senior employee shall be laid off to provide an opening required in this Section.

Item 6 Employees who have completed the probationary period, but who are ineligible for a leave of absence as described in this Section, shall be entitled to a four (4) calendar week period (except as indicated in Item 3.3 of this Section) after expiration of sick bank, or the last day of work, as appropriate, during which period the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:

- 6.1 Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick days or the last day of work, as appropriate.
- 6.2 Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than once per week, and more often if appropriate. If an employee fails to make such a reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty prior to the expiration of the four (4) calendar week period, such failure shall be considered a voluntary quit.

ARTICLE XI ECONOMIC BENEFITS

Section A Health Benefits

- Item 1 The Board shall pay the health and hospitalization benefit premium up to full family coverage for each eligible employee within the following framework:
 - 1.1 The Board guarantees health benefit coverage equivalent to the coverage under Blue Cross/Blue Shield Community Blue PPO Plan 1 with CB-ET\$25 with a \$2.00 co-pay prescription drug rider and \$500 per year preventive services in-network.
- Item 2 Benefits shall allow for sponsored dependent rider(s) which shall be at the employees expense.
 - 2.1 New employees will not be eligible for fringe benefits until the expiration of the probationary period of six (6) months.

- 2.1.1 If the employee is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first day the employee is actively at work.
- 2.2 Employees converting to the School District provided plans shall be eligible for benefits on the first day of the month following the open enrollment period.
- Item 3 An employee may only be covered by one (1) School District provided policy. If an employee is covered by a policy not provided by the District, the employee shall be offered enrollment in the School District's provided plans.
- 3.1 The School District of the City of Pontiac Health Benefit Plan II shall coordinate benefits with all other group or individual plans insuring the employees and their families.
- Item 4 Employees opting not to take the board paid Health and Hospitalization benefits, shall be paid \$600.00 for a tax sheltered annuity of their choice. Said annuity shall be paid \$50.00 per month for twelve (12) months July to June. If a status change should occur, e.g., spouse dies, divorced or is terminated involuntarily from employment, said employee will be able to seek Board paid health and hospitalization benefits, provided a thirty (30) day notice is given.
- Item 5 No change in health care benefits contained in Article XI, Section A.
- A wage re-opener in years two and three of a three year agreement, to commence no later than June 1, 2005, and June 1 2006; a health care cost re-opener in years two and three of a three year agreement, in Article XI, Section A, to commence no later than June 1, 2005, and June 1, 2006. It is intended that these two re-openers go together.

Section B Life Insurance

- Item 1 Upon submission of written application the Board shall provide to operations employees term life insurance protection in the amount of \$25,000.00 that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with American Disability Employment Act (ADEA) guidelines.
- Item 2 To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.
- Item 3 Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

- Item 4 The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master agreement held by the policyholder.

Section C Dental Benefits

- Item 1 The Board shall provide dental benefits for employees who apply. Employees shall be provided 80% payment of basic dental services, 80% payment of prosthodontic services with a \$1,000 maximum per eligible family member per year, and 80% payment of orthodontic services with a \$1,200 maximum per eligible family member.
- Item 2 The dental plan shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider.

Section D Long Term Disability Insurance

The Board shall provide a standard long term disability coverage for employees who apply and have completed their probationary period with payment of sixty (60) percent of the employee's normal gross earnings not to exceed \$1,000.00 per month after a waiting period of six (6) months. The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veterans' benefits.

- Item 2 Duration of long term disability insurance coverage shall be as follows:

<u>Age at Disablement</u>	<u>Duration of benefit in years</u>
61 or younger	To age 65
62	3 1/2 years
63	3 years
64	2 1/2 years
65	2 years
66	1 3/4 years
67	1 1/2 years
68	1 1/4 years
69	1 year

Section E Optical Plan

The Board shall provide employees, who apply, a group optical plan. Should the cost of the coverage exceed \$65.00 per employee per year, the employee shall pay the increased cost. The Board and Union shall jointly determine the specifications of such coverage.

Section F Liability Insurance

The Board shall provide protection to employees under a liability policy which will cover legal costs and judgments in case an employee is sued in a civil action for occurrences in connection with duties, subject to normal exclusions appearing in such policies. The insurance shall provide a \$1,000,000.00 coverage for a single occurrence.

Section G Vacation

- Item 1 Six (6) days vacation with pay shall be granted to new full-time employees in 52 week positions with six (6) month service. Service must begin prior to January 1 of the year in which the vacation is to be taken.
- Item 2 Vacation for full-time employees in 52 week positions with service from six (6) months to one (1) year shall be according to the month of employment in the year in which the vacation is to be taken. If the date of employment occurred during December, then the employee qualifies for 6 days vacation; November - 7 days; October - 8 days; September - 9 days; August - 10 days; and July - 11 days.
- Item 3 Full-time employees in 52 week positions with from one (1) year to four (4) years of service shall receive eleven (11) days vacation with pay per year.
- Item 4 Full-time employees in 52 week positions with five (5) to fourteen (14) years of service shall be granted one (1) additional day per year beyond the eleven (11) days vacation until a maximum of twenty-one (21) days vacation is achieved after fourteen (14) years of service. With five (5) years of service, the employee qualifies for twelve (12) days vacation; 6 years--13 days; 7 years--14 days; 11 years--18 days; 12 years--19 days; 13 years--20 days; and 14 years or more--21 days, 20 or more years--22 days.
- Item 5 Full-time employee whose normal work year is less than 52 weeks, shall receive prorated paid vacation days according to the number of weeks in their work year. The vacation entitlement for these employees shall be taken in work weeks when students are not in school and during the work year in which the days are earned.
- Item 6 Full-time employees who qualify for vacation must schedule in minimum of three (3) day increments.
- Item 7 Normally, full-time employees in 52 week positions shall take vacation when school is not in session. A special vacation request not to exceed one (1) week may be granted by the supervisor when a qualified substitute can be secured and the employee is senior to others requesting the same date. Exceptions to the one (1) week special vacation request may be made by the supervisor when no substitute is needed and when the work load is such that an employee's absence will not work undue hardship on the District.
- Item 8 Special vacation requests must be submitted to the supervisor for approval thirty (30) days prior to the requested vacation period. The employee shall be notified of

approval or disapproval not less than two (2) weeks prior to the requested vacation period.

Item 9 Vacation days which are certified on June 30 of a fiscal year must be taken prior to June 30 of the next fiscal year. Vacation days for full-time employees in 52 weeks positions shall not be taken prior to being earned and certified on June 30 with the following exceptions.

9.1 The period, usually two (2) weeks, between the close of the regular school program and June 30 when paid vacations are certified shall be available for use as vacation days.

Item 10 Operational employees shall have vacation days added to the vacation entitlement certified on June 30 of that fiscal year to be taken in the next fiscal year for days which the operational employees works when all schools are closed for inclement weather. The number of additional vacation days is determined according to the following schedule. In order for operational employees to qualify of these additional days, operators must work all the days schools are closed due to inclement weather.

Days schools are closed due to inclement weather	Number of additional vacation days
1	1
2	1
3	1
4	2
5	2
6	2
7	3
8	3
9	3

10.1 If operational employees are absent on a day when all schools are closed due to inclement weather, the schedule of additional days shall not apply. Operational employees shall earn one (1) additional vacation day added to the vacation entitlement certified on June 30 of the fiscal year to be taken in the next fiscal year for each three (3) days worked when all schools are closed due to inclement weather.

10.2 This article references the following classifications:

- | | |
|------------------|-----------------------------|
| 1. Custodial | 4. Grounds Keepers |
| 2. Truck Drivers | 5. Audio Visual Technicians |
| 3. Messengers | 6. Mechanics |

Item 11 Employees shall not be reimbursed for earned vacation time which the employee does not use. Exceptions may be made by the Personnel Department if serious extenuating circumstances exist.

Item 12 Earned vacation time is not accumulative; and if earned vacation time is taken, it must be taken within the periods specified in Items 5 and 9 of this Section.

- Item 13 An employee who resigns with two (2) weeks notice or is discharged shall receive vacation time prior to the resignation prorated on the basis of vacation time earned for the current year only, or may receive vacation pay on the above basis at the termination date. The Personnel Department shall determine which option shall be exercised in terms of the District's needs.
- Item 14 When a paid holiday falls in an employee's work paid vacation week, the paid holiday shall not be charged as a paid vacation day.
- Item 15 An employee who retires and qualifies for retirement benefits under the state retirement plan shall receive vacation pay prorated on the basis of vacation time earned for the current year. The prorated vacation pay will be paid upon presentation of a Michigan Retirement Board card to the Personnel Department.
- Item 16 The estate of an employee who dies while in the service of the Board shall receive vacation pay prorated on the basis of vacation time earned for the current year.

Section H Holidays

- Item 1 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Good Friday, Monday after Easter, December 24, Christmas, and December 31 are holidays without loss of pay provided the two following conditions are met: (1) the full or part-time employee works the last scheduled day prior to the holiday and the first scheduled day after the holiday unless excused through legitimate illness; the Board reserves the right to require a physician's statement certifying the employee's illness on those days; (2) the holiday falls in a regularly assigned work week.
 - 1.1 In addition to the above holiday schedule, part-time bus drivers shall receive the last day of the first semester and Christmas Day as paid holidays.
- Item 2 If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session.) If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.) If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day but shall be scheduled based on the District's needs.
- Item 3 The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the normal work day.

Section I Pay Above Schedule--Approved Schooling Hours

Item 1 Employees shall receive additional pay for hours earned in courses approved by the appropriate Personnel Director according to the following schedule:

100 hours	\$ 60.00 per year
200 hours	\$120.00 per year
300 hours	\$180.00 per year
400 hours	\$240.00 per year (See Item 3)
500 hours	\$300.00 per year (See Item 4)
600 hours	\$360.00 per year (See Item 5)

Item 2 Adjustments resulting from additional hours shall be made after certification of completion by the approved institution and shall be effective July 1 of each year.

Item 3 An employee may receive \$240 per year additional pay for 400 hours providing a minimum of 72 hours are earned in the Steam Engineering course of study offered by the District or the Stationery Engineering course of study offered by the Detroit Public Schools at the Cass Apprentice School, and providing the employee attends and successfully completes at least one course every two years approved by the appropriate Personnel Director.

Item 4 An employee may receive \$300.00 per year additional pay for 500 hours providing the 100 hours beyond 400 are earned after July 1, 1966. In addition, the employee must attend and successfully complete at least one course every two years approved by the appropriate Personnel Director. If an employee does not complete at least one approved course every two years, the hours shall revert to 400. When 500 hours are earned, the previous 400 hours become permanent.

Item 5 An employee may receive \$360.00 per year additional pay for 600 hours providing the 100 hours beyond 500 are earned after July 1, 1970. In addition, the employee must attend and successfully complete at least one course every two years approved by the appropriate Personnel Director. If an employee does not complete at least one approved course every two years for four years, the hours shall revert to 500. When 600 hours are earned, the previous 500 hours become permanent. When 600 hours are maintained by the completion of at least two (2) refresher courses, the 600 hours become permanent.

Item 6 For every 100 hours accrued by an employee in excess of 300 hours, three (3) days without loss of pay or vacation shall be allowed to attend one summer conference at Michigan State University. All other expenses shall be paid by the employee.

Item 7 Auto Mechanic Journeymen, Grounds Journeymen, Helpers, and Laborers shall receive pay above schedule for approved schooling hours for only those courses completed after July 1, 1969, and approved by the appropriate Personnel Director.

Item 8 Upon completion of the state required School Bus Driver Safety Education program and certification by the appropriate agency, a bus driver shall be paid \$3.35 for each hour of required attendance.

Section J Tuition Reimbursement

- Item 1 \$1,000.00 shall be provided to reimburse employees for tuition costs for courses completed during the period July 1 through June 30. The procedure outlined below shall be followed in administration of this reimbursement program.
- 1.1 Courses completed must be in an institution approved in advance by the appropriate Personnel Director and related to the employee's service to the District.
 - 1.2 Employees shall submit a request for reimbursement for courses taken during each fiscal year (July 1 - June 30) on forms provided with an official transcript of credits by June 30 of each year. Reimbursement shall be made during the following August to employees who are employed in the District at that time.
 - 1.3 Employees shall be entitled to receive full reimbursement of tuition costs providing that the appropriation of \$1,000.00 each year is sufficient to meet all claims. In the event that the cost of the claims exceeds the appropriation, reimbursement shall be made on a pro rata basis.
 - 1.4 Credits received under the tuition reimbursement plan shall be applied on the pay above schedule for approved schooling hours.

Section K Uniforms

- Item 1 Except for bus drivers, employees who have completed their six (6) month probationary period on or before June 30 of the previous year and who MIOSHA requires to wear safety shoes shall be entitled to purchase \$225.00 worth of uniforms per year at the Board's expense. In addition, \$60.00 shall be furnished for safety shoes. Mechanics shall be entitled to an additional thirty dollars (\$30.00) per year.
- Item 2 Employees who complete their probationary period after June 30 but prior to January 1, shall be entitled to purchase 50% of the Item 1 amount per year worth of uniforms at the expense of the Board.
- Item 3 Employees shall receive the uniform allowance with the first vendor payment in October of each fiscal year.
- Item 4 All garments (shirts, blouses, slacks, trousers, shoes, belts, socks, jackets, caps, and gloves) must be purchased in a uniform department.
- Item 5 The Board and the Union recognize that with a uniform allowance the need for neatness and uniformity of dress is necessary. Both parties shall adhere to and support the following policies for employees:
- 5.1 All garments (shirts, blouses, slacks, trousers, shoes, belts, socks, jackets, caps, and gloves) must be of the approved type and color. Corduroy may be worn instead of the normal cotton.
 - 5.2 All employees shall wear dark (navy) blue uniforms.

- 5.3 Slacks, trousers, jackets and caps shall match in color; shirts and blouses shall match the slacks, trousers, jackets and caps or be light blue. Through June 30, 1981, part-time bus drivers may wear slacks or trousers which do not match the remainder of the uniform provided the slacks or trousers are neat and are coordinated with the blouse or shirt. Part-time drivers shall wear dark blue uniform slacks or trousers.
 - 5.4 Shirts and blouses shall be collared. A plain t-shirt type blouse or shirt which shows may be worn under the collared blouse or shirt so long as it is light blue or dark blue and appears to match the remainder of the uniform. T-shirts may be worn in lieu of the uniform shirt or blouse while doing outside work during the summer or in the building when teacher staff, parents, pupils, and outside groups or organizations are not present.
 - 5.5 Sweaters may be worn over the collared blouse or shirt as long as the sweater is plain dark (navy) blue or light blue and appears to match the remainder of the uniform. Zipped sweatshirts may not be worn instead of jackets. If the sweatshirt does not show, it may be worn under the approved jacket.
 - 5.6 Grounds employees and auto mechanics may purchase blue overalls in lieu of blue trousers or slacks.
 - 5.7 Long or short-sleeved shirts or blouses may be worn but long-sleeved shirts or blouses should not be rolled above the elbow. Shirts and blouses must be plain. Lace embroidery, stripes and other decorations are not approved.
 - 5.8 Faded and threadbare uniforms should not be worn.
 - 5.9 The wearing of a belt is preferred to the wearing of suspenders.
 - 5.10 Sample uniforms are on display at the Service Center site and should be viewed by each employee prior to purchase of uniforms. Uniforms shall be of the same basic style and color as those on display.
- Item 6 Employees, except part-time bus drivers, shall be required to wear safety shoes. All employees working any part of the day in the warehouse, operating mowers or snow blowing equipment, and any other employees required to wear safety shoes by MIOSHA shall be required to wear safety shoes.
- Item 7 Full-time Auto Mechanic Journeymen, Truck Drivers, Grounds Journeymen, Auto Mechanic Helpers, Grounds Helpers, Grounds Laborers and Auto Mechanic Laborers shall be provided a Carhart insulated jacket and bib overalls for use at the worksite. It shall be the employee's responsibility for the proper care and cleaning of the jacket and overalls, which shall be replaced by the Board on a normal wear out basis at least every two (2) years. Those employees provided with Carharts will be provided individual rain gear.
- Item 8 Should name and job classification emblems or patches be purchased by the Board, they shall be required to be worn by the employee.

Section L Savings Bonds

Employees may enroll in a payroll deduction plan for the purchase of United States Savings Bonds. Information of this plan shall be available in the Business Office.

Section M Attendance Incentive

Operations employees who have perfect attendance from January 1 through December 31 shall receive an attendance incentive on the last pay ending in December. The incentive shall be \$150.00 for perfect attendance; \$100.00 for not more than one (1) absence, \$75.00 for not more than two (2) absences, or \$50.00 for not more than three (3) absences. An absence for purposes of this Section is defined as a partially or fully missed A.M. or P.M. run. No more than one (1) absence may be charged per day. *See Letter of Agreement #4

Section N Shifts and Pay Differential

- Item 1 Any shift beginning at 12:00 p.m. through 5:00 p.m. inclusive shall be classified as the second shift. Any shift beginning at 5:01 or after shall be classified as the third shift.
- Item 2 Employees working the second shift shall receive a shift differential of eighteen (18) cents per hour.
- Item 3 Employees working the third shift shall receive a shift differential of twenty-four (24) cents per hour.
- Item 4 Employees working as relief custodians shall receive a differential of five cents per hour.

Section O Overtime Pay

- Item 1 Time and one-half of the employee's regular rate of pay shall be paid for work under any of the following conditions:
 - 1.1 Work performed by full-time employees and part-time custodians in excess of eight (8) hours in any work day.
 - 1.2 Work performed by full-time employees and part-time custodians in excess of forty (40) hours in any work week.
 - 1.2.1 A full-time employee shall not be affected by the provision of Item 1.2 of this Section when the forty (40) hours in a work week are affected by the use of paid vacation days or accumulated sick leave entitlement.
 - 1.3 Work other than regular assigned runs, performed after 5:00 p.m. and on Saturday by part-time bus drivers (except new drivers in training) regardless of regular hours worked. Regular assigned runs are defined to include the normal work hours of a part-time bus driver on a daily basis.

Item 2 Overtime work shall be distributed equally to all full-time employees, except bus drivers, working within the same job classification in the same building who have completed their probationary period. An updated record of the overtime hours charged to each employee shall be posted on the department bulletin board on a biweekly basis.

2.1 On each occasion, the opportunity to work overtime shall be offered to the full-time employee within the job classification who has the least number of overtime hours to the employee's credit at that time. If this employee does not accept the assignment, the employee will be charged for the overtime hours involved and the employee with the next higher number of overtime hours to the employee's credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

2.1.1 Custodial employees assigned to split assignments (working in two buildings) shall be offered overtime in the buildings in which they work as defined in Item 2 and 2.1 above.

2.2 Time and one-half and double time hours shall be computed to straight time hours in order to determine position on the rotation list.

Item 3 All bus drivers and relief bus drivers shall have overtime equalized by hours. A separate list of day time extra time runs shall be used for those drivers who are available during the day and who, by September 10 of each year, request their names be placed on the list. For the purpose of this Section, overtime shall be hours worked after 5 p.m., the end of the work day for the Transportation Department, or hours in excess of eight (8) hours in a driver's work day. The driver with the least hours charged shall be given the overtime or extra time assignment unless it will occur during the driver's regular assigned hours. A driver not available because of regular assigned hours during the overtime or extra time assignment shall not be charged for the overtime or extra time offered. Upon completion of probation, a new driver placed on a list shall be charged with the highest hours charged any driver on the list. The overtime list will be a continuous list and will not begin over each year. Drivers who are not interested in overtime assignments must so state in writing to the supervisor, transportation management at the beginning of each work year. This provision shall become effective June 30, 1988.

3.1 Time and one-half and double time hours shall be computed to straight time hours in order to determine position on the rotation list.

3.2 Drivers offered overtime or extra time hours shall be notified as early as possible, normally not later than twenty-four (24) hours in advance.

3.3 Only drivers employed on a regular basis for the summer weeks, Christmas vacation, or Easter vacation shall be eligible for overtime or extra time rotation during these periods. These overtime or extra time hours shall not be charged on the rotation list.

- 3.4 A driver shall not be allowed to exchange an overtime or extra time assignment with another driver or accept an overtime or extra time assignment for another driver unless approved by the Supervisor of Transportation.
- 3.5 In the event the Transportation Office is notified the same day the need exists involving an overtime or extra time assignment and the driver's next on the list cannot be contacted within three (3) hours of the overtime or extra time assignment, the driver next on the list who can be contacted shall be offered the overtime or extra time assignment.
- Item 4 An employee not scheduled for regular work hours who is called to work on a Sunday shall receive 200 percent of the regular hourly rate.
- Item 5 An employee called to work on the holiday shall be paid in addition to holiday pay, a sum computed by multiplying the number of hours worked on the paid holiday by 200 percent of the employee's current hourly rate of pay.
- Item 6 Work performed before or after any scheduled eight (8) hours work shift shall be paid for at the overtime rate.
- Item 7 Overtime shall not be pyramided. An hour paid at an overtime rate for any reason shall not be counted to compute overtime for any other reason.
- Item 8 An employee called to work for any overtime activity shall be paid a minimum of three (3) hours at the overtime rate.
- Item 9 A foreman shall receive overtime to engage in work activities routinely performed by an employee under the foreman's supervision only when at least one (1) such employee is assigned an equal amount of time.

Section P Higher Classification Rate

An employee designated to work in a higher classification shall receive the base rate of the higher classification.

Section Q Retirement Pay

An employee who retires and who is certified by the State Retirement Board to begin receiving payments under one of the State retirement plans, shall receive pay at the employee's current rate at the time of retirement for the first ten (10) sick leave days the employee has accumulated and one-half (1/2) of the next forty (40) sick leave days the employee has accumulated, the amount not to exceed thirty (30) days. Presentation to the Personnel Department of the retirement card indicating the retirement number issued by the retirement board to the retiree shall be sufficient to receive payment.

ARTICLE XII WAGE SCHEDULE

There will be no wage increase in the first year of this three (3) year agreement.

A wage re-opener in years two and three of a three year agreement, to commence no later than June 1, 2005, and June 1 2006; a health care cost re-opener in years two and three of a three year agreement, in Article XI, Section A, to commence no later than June 1, 2005, and June 1, 2006. It is intended that these two re-openers go together.

Item 1 The wage schedule to take effect July 1, 2004, and to cover the period of employment through June 30, 2005, shall be as follows:

Classification	2 Truck 1st Messenger Warehouse Clerk/Driver	3 Truck 2nd	4 Custodian 1st	5 Custodian 2nd	6 Custodian 3rd	7 Audio Visual	Custodian Relief
Step 1	13.84	14.06	13.19	13.43	13.50	13.25	13.48
Step 2	14.25	14.46	13.60	13.86	13.92	13.92	13.91
Step 3	14.60	14.81	13.94	14.21	14.27	14.62	14.26
Step 4	14.89	15.15	14.38	14.63	14.71	15.35	14.69
Step 5 (7/1/99)	15.15	15.36	14.59	14.80	14.87	16.12	14.86
Step 10 (7/1/94)	15.24	15.48	14.68	14.88	14.98	16.92	14.94
Step 15 (7/1/89)	15.31	15.57	14.73	14.94	15.06	17.77	14.99
Step 20 (7/1/84)	15.47	15.69	14.85	15.10	15.17	18.67	15.16
Step 25 (7/1/79)	15.64	15.89	15.01	15.23	15.30	19.64	15.29
Step 30 (7/1/74)	15.73	16.01	15.11	15.31	15.41	20.62	15.37

Classification	Grounds III	Grounds II	Grounds I	Equipment Repair	Lead Mechanic	Grounds IV	Mechanic 7+0.15
Step 1	15.24	14.58	12.07	15.56	15.80	16.03	15.43
Step 2	16.07	15.54	12.84	16.39	16.67	16.95	16.25
Step 3	17.31	16.37	12.99	17.67	17.96	18.26	17.48
Step 5	17.46	16.60	13.10	17.82	18.13	18.43	17.65
Step 10	17.59	16.66	13.21	17.93	18.24	18.54	17.76
Step 15	17.73	16.86	13.29	18.10	18.41	18.72	17.92
Step 20	17.83	16.96	13.39	18.19	18.51	18.82	18.02
Step 25	17.96	17.08	13.48	18.34	18.64	18.95	18.15
Step 30	18.08	17.21	13.58	18.43	18.75	19.07	18.27

For longevity steps 5 through 30, an employee must have been hired before the date given to be eligible.

Item 2 In addition to the above wage schedule in effect, an auto mechanic journeyman or auto mechanic helper shall receive additional pay according to the following schedule and requirements.

- | | | |
|-----|---|--------------------------------------|
| 2.1 | Michigan State Tests passed and currently in Effect | Cents/Hour Added to Base Hourly Rate |
| | 2 or 3 | 5 cents |
| | 4 to 6 | 10 cents |
| | 7 or more | 15 cents |
- 2.2 Michigan State certification tests taken shall be with the approval of the Transportation Supervisor to qualify for additional pay on the above schedule.
- 2.3 Hourly rate adjustments as a result of certified completion of Michigan State tests shall be made each July 1. Tests completed during the fiscal year (July 1 - June 30) shall qualify for additional pay on the above schedule the following July 1 only.
- 2.4 Previously completed tests which expire during the fiscal year (July 1 - June 30) shall not be recognized on the additional pay schedule above unless renewed prior to July 1 when annual adjustments are made.
- 2.5 The above additional pay schedule is not to be construed as accumulation of tests or cents per hour; but rather one (1) Cents/Hour Added to Base Hourly Rate of either five (5) cents, or then (10) cents, or fifteen (15) cents additional per hour depending on the schedule.

Item 3 Apprentices shall be paid according to the following scales.

3.1 Four Year Apprenticeship Program

<u>Time Period</u>	<u>Wage</u>
On Employment	75% of journeyman maximum rate (end of 12 months)
At end of 6 months	77 1/2% " " " "
" 12 "	80% " " " "
" 18 "	82 1/2% " " " "
" 24 "	85% " " " "
" 30 "	87 1/2% " " " "
" 36 "	90% " " " "
" 42 "	92 1/2% " " " "
" 48 "	95% " " " "

3.2 Three Year Apprenticeship Program

<u>Time Period</u>	<u>Wage</u>
On Employment	75% of journeyman maximum rate (end of 12 months)
At end of 6 months	78% " " " "
" 12 "	81% " " " "
" 18 "	85 1/2% " " " "
" 24 "	88% " " " "
" 30 "	91% " " " "
" 36 "	95% " " " "

- Item 4 Helpers or operational personnel who become apprentices and who previously received additional pay for credits earned in courses taken from institutions approved by the appropriate Personnel Director may transfer those courses applicable to their trade to the related instruction requirements setup herein. However, such apprentices shall not qualify for additional pay for non-related course work.
- Item 5 The progress on related instruction of the employee serving an apprenticeship shall be evaluated on each anniversary of the apprenticeship by the foreman and reviewed by the Joint Apprenticeship Committee. If satisfactory progress has been made in both schooling and work experience, the employee shall be reimbursed one-half (1/2) of the expenses for tuition for the previous year.

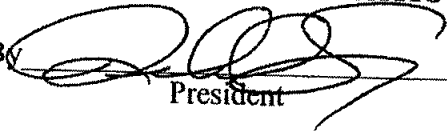
ARTICLE XIII DURATION OF THE AGREEMENT

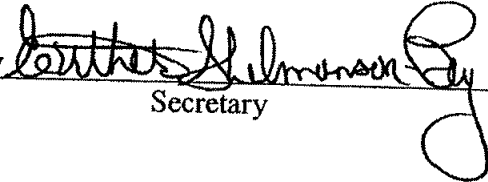
- Item 1 This Agreement incorporates the entire understanding of the Union and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement, neither party shall be required to change any matter of this Agreement.
- Item 2 This Agreement shall continue in full force and effect through June 30, 2007.
 - 2.1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination.
 - 2.2 If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired.
 - 2.3 This agreement shall cover the period of July 1, 2004, through June 30, 2007.
 - 2.4 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

Item 3 This Agreement shall become effective December 6, 2004.

Date _____

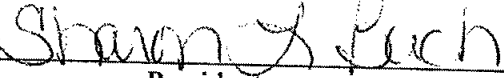
BOARD OF EDUCATION

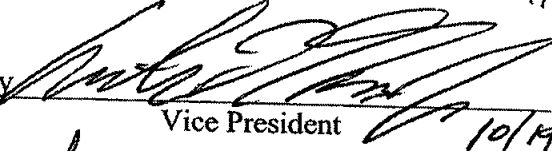
By  _____
President

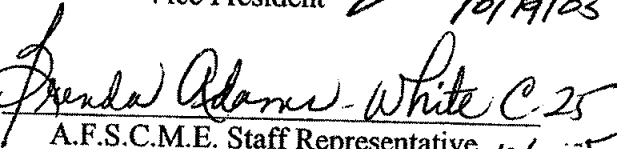
By  _____
Secretary

Date _____

LOCAL 719, AFSCME (AFL-CIO)

By  _____ 4/29/05
President

By  _____ 10/19/05
Vice President

By  _____ 10/19/05
A.F.S.C.M.E. Staff Representative

LETTER OF AGREEMENT #1

It is hereby understood and agreed by and between A.F.S.C.M.E. 719 Operations employees and the Pontiac School District that in implementing an administrative procedure for Article VII, Section L, of the 1998-01 Operations contract, the Board will permit operations supervisors to pick up and distribute checks to operations employees not required to work on inclement weather days, providing the supervisor is at work and the checks have been made available to the supervisor.

It is further agreed and understood the Board is not obligated to require the Operations Supervisor to report to work nor is it required to call out other units in order to make checks available for those employees not required to report for work on an inclement weather day.

The procedure outlined in this Letter of Agreement is to be reviewed after its implementation, and in any case, will expire June 30, 2001. Such subject may properly be brought up for future negotiations after June 30, 2001.

For the Union Sharon L. Bach 4/29/05

A.F.S.C.M.E. Staff Representative Debra Adams-White C-20
9/29/05

For the Board Forster Helmaney

Date 6/30/05

LETTER OF AGREEMENT #2

In the implementation of a sick bank for school bus operators the Union and Board agree that Certified day to day Substitute bus drivers only may be employed with the following restrictions:

1. The number of day to day substitutes will not exceed five (5) working on any one day.
2. They will not be utilized for field trips, night runs, kindergarten, Special Education or any other run not first offered to an available regular driver.
3. All substitutes shall be fully certified.
4. Substitutes shall not be utilized to deny extra time to regular drivers to the degree they are available.
5. Substitutes shall not be utilized to deny overtime to regular drivers.
6. The union will be provided with a current and monthly updated list of substitutes.
7. The union will be provided with the weekly break-down of which substitutes were used for each day and which runs.

For the Union Sharon X Bach 4/29/05

A.F.S.C.M.E. Staff Representative Dwenda Adams-White P. 25
4/29/05

For the Board Arthur Shelton

Date 6/30/05

LETTER OF AGREEMENT #3

It is hereby understood and agreed by and between AFSCME Local 719 Operations Employees and the Pontiac Board of Education that the classifications of Laborer 1 and Laborer 2 that are listed in Article 12, Salary Schedule and Article 2, Recognition, are recognized as a part of the bargaining unit and which classifications are currently vacant. Pay schedules will be developed, made current, and attached to the bargaining agreement.

____/____/____

Sharon J. Pacht 4/29/30
Union Representative

____/____/____

Beth S. Selman 4/30/05
Board Representative