

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF PONTIAC

AND

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

(INSTRUCTIONAL MEDIA ASSISTANTS)

July 1, 2004 - June 30, 2007

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**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
EMPLOYEE'S UNION (AFL-CIO)
(Instructional Media Assistants)**

This Agreement is entered into this 4th day of November 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 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 Media Aides (Instructional Media Assistants) employed in the District. Additional classifications which are established 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 descriptions 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.

- Item 2 The Union may use the District mail service and employee mail boxes for communications to employees. The Union shall have the right to post notices of activities and matters 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 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 all 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 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 that 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, treasurer's reports, agendas and minutes of all Board meetings, membership data, information on file in the Personnel Office on all employees in the bargaining unit: 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.

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. Employees shall also be provided a desk and suitable closet space to store coats and belongings.
- 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 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 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 upon request make available 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 wages of any employee who is a member of the union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization, in accordance with a standard form provided by the Union; provided that said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Employer and 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 The Board shall determine the hours of employment for employees. The total hours assigned each employee, exclusive of an unpaid, duty free thirty (30) minute lunch period, shall be determined by the needs of each individual school program. However, no work day shall be for a period less than (6) hours of paid employment.
- Item 2 The minimum work year for employees shall be 188 days. This shall coincide with the 185 day work year for District teachers plus three (3) additional days at the end of the school year.

Section B Rest Periods

Employees shall be entitled to one (1) fifteen minute rest period three (3) 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 Postings

- Item 1 Position openings shall be posted in all libraries/media centers seven (7) calendar days prior to the staffing of such vacancies.
- Item 2 Openings shall be posted no later than seven (7) calendar days after an opening occurs. Exception to this time period shall be made only upon mutual written agreement between the Board and the Union.
- Item 3 Postings shall include newly created employee positions, positions created by termination of present employees, and positions created because of transfers.
- Item 4 Postings shall include location and hours of employment.
- Item 5 Employees Interested shall apply within the seven (7) calendar day posting period. Employees bidding for the job shall file their written bids in the Personnel Department. The employee shall retain one (1) copy of the form and the Personnel Department shall retain the original.
- Item 6 The employee with the most seniority shall be awarded the position. All applicants shall be notified of the results within fourteen (14) calendar days of the closing of the posting period.
- Item 7 An employee who appropriately applies for a summer position shall receive preference for a position in the Media Center where the employee works during the regular work year regardless of seniority.

Section B Seniority

- Item 1 New employees in this bargaining unit shall be probationary for the first six (6) months of employment. A probationary employee shall have no security status in the classification in which employed any 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. Upon completion of probationary period, employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the first day worked as an employee. When the probationary period covers the summer recess, the number of calendar days not worked shall be added to the probationary time.

- Item 2 New employees shall be required to complete an orientation that is offered and provided by the school district.
- Item 3 The Union shall represent probationary employees in respect to wages, hours of employment, and other conditions of employment, except discharged and disciplined employees for other than Union activity.
- Item 4 Upon request, at least twice yearly, the Union shall be furnished with a list setting forth, in order of seniority, each employee's name, seniority number and effective hiring date. When more than one (1) employee is hired on the same date, seniority shall be determined by alphabetical sequence. Alphabetical sequence shall be by last name (at time of employment) first.
- Item 5 An employee's seniority shall terminate if he/she:
- 5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
 - 5.2 Is absent from work for five (5) consecutive days without notifying their immediate supervisor prior to or within such five (5) day period of a reason acceptable to the Board for such absence, if it was possible for such notice to be given;
 - 5.3 Following a layoff for a 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 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;
 - 5.4 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;
 - 5.5 Is laid off for a 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 the 1998-2001 Bargaining Agreement with the Board.
 - 5.6 Notwithstanding the above, this Section shall not be deemed to include all grounds for discharge.
- Item 6 An employee transferred to a position not in the unit and thereafter transferred to a position within the unit shall be granted all benefits and rights granted within this Agreement, except that time outside the unit shall not be counted in the provision of seniority for transfer, promotion or layoff purpose.

Section C 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 tri-annual proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.
- Item 3 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.

Section D 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 same day as the employee; however, the Union shall be notified five (5) days in advance of the discharge where practical.
- 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 if 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 Department 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 E Evaluation

An employee shall receive a copy of a written evaluation by the immediate supervisor and/or principal each calendar year of employment. The evaluation shall be reviewed and signed by the employee and the supervisor and forwarded to the Personnel Department. Employee signature shall only indicate receipt of a copy. The employee will be allowed to attach comments to the evaluation form. Evaluations shall be fair and just.

Section F Layoff

- Item 1 Reductions in the work force shall be affected through the following procedure:
- 1.1 The necessary number of probationary employees shall be immediately laid off.
 - 1.2 The necessary number of least senior employees shall then be laid off.
- Item 2 Employees to be laid off shall be given at least ten (10) work 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 occurrences 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.

Section G Recall

- Item 1 It shall be the employee's responsibility to keep the Board informed of current address.
- Item 2 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.
- Item 3 Recall shall be by certified mail, return receipt requested, to the employee's last known address on file with the Board. The employee shall be required to notify the Board of his/her intention to return to work within fourteen (14) calendar days after the notice is sent 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 4 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 the 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.

Section H Issuance of Paychecks

If a payday should occur on an inclement weather day causing all schools and offices to close, the Board shall implement procedure to issue paychecks for 719 Media Aides 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.

In addition to the above, the Board and the union encourage direct deposit of paychecks for all Instructional Media Assistants 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. The Union representative(s), Board representative(s), the Level One supervisor who wrote the Level One opinion and award, 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. 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) days from the date of the close of the hearings. 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 statutory and common law of the State of Michigan and the United States of America or 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 supervisory 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 At the beginning of each school year, each employee shall be credited with ten (10) sick days. Unused sick days shall accumulate without limit. Employees hired after the beginning of the school year shall be entitled to prorated sick leave for the remainder of the school year at one (1) day per month of service.
- Sick days will only be available for use after the completion of the probationary period.
- Item 2 An employee not completing the school year, after using allocated sick days, shall repay the amount owed for sick days.
- Item 3 The following shall be legitimate reasons for the employee to draw on sick days:
- 3.1 Personal illness or quarantine.
 - 3.2 Illness or accidental injury in the immediate household of the employee if it is necessary to attend to the needs of the individual who is ill.
 - 3.3 Death in the family.
 - 3.4 Attendance of the funeral of persons whose relationship to the employee warrants such attendance. The employee shall be allowed to make this determination.
 - 3.5 Temporary disability of the employee provided the cause of such temporary disability is certified by the attending physician.
- 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 Workers' Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

- Item 5 All sick days accumulated by an employee shall be forfeited if the employee resigns or is dismissed, except when the employee qualifies for reimbursement on retirement as provided in the Retirement Pay Section in Article XI.

Section B Approved Leave Days

- Item 1 Three (3) days of each school year may be used by 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 Emergencies such as automobile accidents or home fires which require the employee's presence.

- Item 5 Requests for approved leave days for reasons other than those specified above may be submitted to the Personnel Department.

Section C Inclement Weather

Should it be necessary to close schools on a regular work day due to inclement weather, employees shall be paid the regular hourly rate for their normal hours of employment.

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 jury duty.

Section E Family Leave

- Item 1 An eligible employee shall be entitled up to a minimum of twelve (12) work weeks of leave during any 12-month period of 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 if 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 or vacation time during the life of F.M.L.A. for purpose of maintaining pay.

ARTICLE X LEAVES OF ABSENCE WITHOUT PAY

Item 1 Leaves of absence without pay may be authorized for employees upon the recommendation of the Personnel Department as follows:

- 1.1 Certified personal illness, disability or quarantine
 - 1.1.1 To apply for such leave, a request must be presented in writing to the Personnel Department 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)
 - 1.2.1 To apply for such leave a written request must be presented to the Personnel Department 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, a written request must be presented to the Personnel Department accompanied by proof by an appropriate authority to certify it is necessary for the employee to attend to the family needs.
- 1.4 Education

1.4.1 To apply for such a leave, a written request must be presented to the Personnel Department accompanied by the study program the employee is to pursue and proof of enrollment.

1.5 Union Representation

1.5.1 To apply for such leave, a written request must be presented to the Personnel Department accompanied by certification that the employee holds an elected or appointed full-time position with the Union.

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 Item 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 Personnel Department 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.

Item 4 Leave of absence shall be granted for 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 according to the following provisions:

5.1 The employee shall be returned to the original position provided the duration of the leave is for a period of one (1) year or less and provided the employee provides written notice of intent to return thirty (30) calendar days prior to the

expiration of 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 an employee returns from a leave of absence after the end of the calendar year in which the leave was granted, the Board shall make every effort to return the employee to the original classification or one commensurate to training or experience.
- 5.3 If an employee returns from a leave of absence within eighty (80) calendar days from the last day of work, the employee shall be returned to the original position.
- 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 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 bank or 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 employee's expense.

2.1 New employees shall not be eligible for fringe benefits until the expiration of the probationary period of six 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.

2.3 Employees will be required to remain in their selected Health Plan until the annual 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 plan.

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 (12) twelve 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 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 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 C Life Insurance

- Item 1 Upon submission of written application, the Board shall provide to Instructional Media Assistants term life insurance protection in the amount of \$18,000, 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 to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with ADEA (A-American, D-Disability, E-Employment, A-Act) 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 to 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 contract held by the policyholder.

Section D 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 E Tuition Reimbursement

- Item 1 \$1,500 per year shall be provided to reimburse employees for tuition costs for courses completed during the fiscal year (July 1 - June 30). The following shall be used to administer the 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 the fiscal year (July 1 - June 30) on forms provided with an official transcript of credits no later than July 15 of the following year. Reimbursement shall be made during the following September 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 is sufficient to meet all claims. In the event the cost of the claim exceeds the appropriation, reimbursement shall be on a pro-rata basis.

Section F Holidays

- Item 1 The following days shall be paid holidays: Labor Day (provided the employee works during Labor Day week); Thanksgiving; Friday after Thanksgiving; Christmas Eve; Christmas Day; New year's Eve; New Year's Day; Good Friday; Monday after Easter; and Memorial Day. The employee will receive holiday pay providing the employee works the last scheduled work day prior to the holiday and the first scheduled work day after the holiday, unless excused through legitimate illness. The Board may require a doctor's statement that the employee was sick on the last scheduled work day prior to holiday and/or the first scheduled work day after the holiday.
- Item 2 July 4th is a paid holiday for employees scheduled to work in an official extended school year program, providing the employee follows language as defined by Article XI, Section F, Item 1.
- 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 G Overtime Pay

- Item 1 Overtime pay shall be paid after eight (8) continuous hours of work at a rate of 150% of regular time. Hours worked after 4:00 p.m. shall be at the overtime rate.
- Item 2 An employee called in to work for a special event on a day when school is not in session shall be paid at the rate of overtime stated in Item 1 of this Section. Special events shall be defined as any activities other than regularly scheduled school activities. The overtime shall provide for preparation and clean-up pertaining to these services and educational workshops which also relate to these same services.
- Item 3 After the completion of the normal work day, an employee called back to work during an afternoon or evening event shall be paid at the overtime rate.
- Item 4 An employee who is called to work at an event at a time other than the employee's normal hours shall be paid a minimum of three (3) hours at the overtime rate.
- Item 5 An employee called in to work on a Saturday shall receive the overtime rate of 150%.
- Item 6 An employee called in to work on a Sunday shall receive overtime rate of 200%.

Section H 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 of the next forty (40), the amount of pay 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.

Section I Optical Benefit

The Board shall provide to employees, who apply, a group optical plan. Should the cost of the coverage exceed sixty five (\$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 J Material and Equipment Reimbursement

Instructional Media Assistants shall be furnished an amount of seventy-five dollars (\$75.00) to be expended on materials and equipment needed for job related activities during October each year.

Section K Long Term Disability Benefits

Item 1 The Board shall provide a standard long term disability program to each Instructional Media Assistant upon submission of a written application. To be eligible for the benefit, employees must be able to perform the "at work requirement" with this employer before benefits are effective.

Item 2 The program shall provide:

2.1 Payment of sixty (60) percent of the employee's normal gross earnings and shall not exceed \$500.00 per month after a waiting period of one hundred eighty (180) calendar days after the date of onset of the disability.

2.2 The amount of benefits shall be reduced by any remuneration received during the benefit period from the employer, from Workers' Disability compensation benefits, from Michigan School Retirement fund benefits, from the Federal Social Security Act or other group or organization benefit payments, such as the Railroad Retirement Act or Veteran's benefits.

2.3 The duration of the long term disability benefits will be in accordance with the American Disability Employment Act guidelines (age 70 maximum).

Item 3 The long term disability program shall be provided within the underwriting rules and regulations as set forth in the master contract held by the policyholder.

Section L Attendance Incentive

Effective upon ratification of this Agreement, Instructional Media Assistants who have perfect attendance from January 1 through December 31 shall receive an attendance incentive on the last payending in December. This incentive shall be \$150.00 for perfect attendance, \$100.00 for not more than (1) absence, \$75.00 for not more than two (2) absences, and \$50.00 for not more than three (3) absences. An absence for this Section is defined as a partially or fully missed day. No more than one (1) absence may be charged per day.

Section M Staff Development

Two (2) work days per year for each Instructional Media Assistant employee shall be provided for Staff Development. The workshop shall be jointly planned by two (2) members selected by the union, Personnel Director and a representative from the Pontiac Association of School Administration. The workshop must be planned in concert with Pontiac Education Association workshop days.

ARTICLE XII WAGE SCHEDULE

No pay increase in the first year of a three 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-opens 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:

	Level 1 No College Work	Level 2 College Work
Step 0	11.77	11.83
Step 1	12.07	12.15
Step 2	12.40	12.45
Step 3	12.77	12.83
Step 4	13.05	13.10
Step 5	13.39	13.43
Step 6	13.79	14.06
Step 10 (10/1/92)	14.11	14.18
Step 15 (10/1/87)	14.40	14.44
Step 20 (10/1/82)	14.56	14.59
Step 25 (10/1/77)	14.67	14.77
Step 30 (10/1/72)	14.84	14.88

Item 5 Five (5) cents per hour shall be added to the above scheduled step of the employee who has an Associates of Arts degree (two-year program) in library science. A transcript or proof of graduation followed by a transcript, from an accredited college or university shall be submitted to the appropriate Personnel Director no later than the first work day of the employee in the school year for the wage adjustment to be implemented. Adjustments will be made only at the beginning of the school year for degree completion previous to the first day of school for that school year.

Item 6 A "Step" increments will apply provided an employee has worked as a Instructional Media Assistant for six (6) months or more 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 in 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, give written notice of termination.

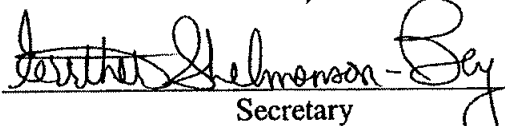
2.3 This agreement shall cover the period of July 1, 2004, through June 30, 2007.

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 November 4, 2004.

Date 4/26/05

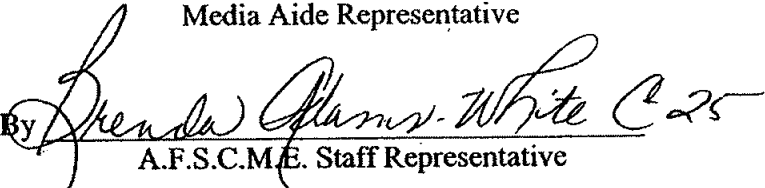
By 
President

By 
Secretary
LOCAL 719, AFSCME (AFL-CIO)

Date 4/26/05

By 
President

By 
Media Aide Representative

By 
A.F.S.C.M.E. Staff Representative