

Master Agreement: Foreman's Association 2004-07

MASTER AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF PONTIAC**

AND

FOREMAN'S ASSOCIATION-MEA/NEA

2004-2007

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**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND
FOREMAN'S ASSOCIATION**

This Agreement is entered into this tenth day of January 2005, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "BOARD," and the Foreman's Association hereinafter called the "ASSOCIATION," 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 Association. The Board and the Association shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. In this regard, the worth and dignity of each individual shall be honored and respected.

- Item 2 During the term of this Agreement, the parties shall meet at the request of either the Board or the Association 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 Association shall establish a Personnel Relations Committee which shall meet periodically during the school year with a representative 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 Association may be brought to the attention of the Board's representative(s) for consideration; items of concern to the Board's representative(s) may be brought to the attention of the Association for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Association and the Board may be discussed.

ARTICLE II RECOGNITION

The Board recognizes the Foreman's Association as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all Foremen and Assistant Foremen employed in the District. Reference to "employee" in this Agreement shall include "Foreman" and "Assistant Foreman".

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 shall have the right to adopt an alcohol and drug policy. The Association will have the right to challenge the policy on the grounds of reasonableness for the first thirty (30) days after issuance of the

policy. The Association shall have the right to file a grievance on behalf of any member who may face charges as a result of the policy.

The Board shall have the right to adopt an absenteeism and tardiness policy. The Association shall have the right to file a grievance on behalf of any member who may faces charges as a result of the policy.

ARTICLE IV ASSOCIATION SECURITY

- Item 1 Employees hired prior to the effective date of this Agreement are required to become Association members or pay a service fee equal to the amount of regular monthly dues for the duration of the Agreement. They shall pay dues or a service fee to the Association by the tenth day after the thirtieth day following their probationary period.
- Item 2 Employees hired after the effective date of this Agreement shall be required as a condition of continued employment to become Association members 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 Association by the tenth day after the thirtieth day following their probationary period.
- Item 3 Association 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 Association of employees covered in Items 1 and 2 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.
- Item 4 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 Association treasurer. The Association will provide the Board with the signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 5 The designated Board representative shall notify the Association of new employees recently hired, including their employment dates and the location of assignments, and notify the Association of recently terminated employees.
- Item 6 The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.
- Item 7 The Association shall assume the legal defenses of any suit or action against the Board regarding this Article. The Association further shall indemnify and save harmless the Board for any costs 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 Association, 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 Association's legal counsel has the authority to direct the defense of any lawsuit involving this Article. The Association shall have the right to compromise or settle any claims made against the Board under this Article.

ARTICLE V ASSOCIATION AND EMPLOYEE'S RIGHTS

- Item 1 Nothing contained in this Agreement shall be construed to deny or restrict 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 Association to achieve these rights.
- Item 2 The Association and its representatives shall have the right to use school buildings at reasonable hours for Association meetings or Association business without rental charge. If custodial or engineer service is required, there may be a charge.
- Item 3 The Association may use the District mail service and employee mail boxes for communication to employees. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided. The Association representative has the responsibility to maintain the bulletin board space assigned for Association use. All notices posted on this board must be signed by the Association representative if they are not identified from the Association. The rights granted herein to the Association 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 4 Duly authorized representatives of the Association shall be permitted to transact official Association 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 5 The Association shall have the right to use Board audiovisual equipment at reasonable hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- Item 6 On reasonable notice the Board agrees to provide the Association 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 Board meetings, membership data, information on file in the personnel office on employees: name, location, assignment, wage experience level, pay rate, sex, birth date, as well as other recorded information that is readily available to assist the Association 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 Association. The Association shall assume reasonable costs for copying documents.
- Item 7 The Association shall be granted release time not to exceed ten (10) days or a total of eighty (80) hours to enable officers and/or designated representatives to conduct Association business. Requests for released time shall be submitted in writing and approved in advance by the appropriate designee of the Board.

- Item 8 The Board shall furnish to the Association response to reasonable requests, all available public records concerning the financial resources of the District and tentative budgetary requirements and allocations.
- Item 9 The Board shall provide protection to Foremen under a liability policy which will cover legal costs and judgments in case a Foreman 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.

ARTICLE VI 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 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 Each employee shall be given a copy of the Master Agreement within ninety (90) days of contract ratification by both the union and the Board of Education.
- Item 4 Upon appropriate written authorization of the Association and individual employee, the Board shall deduct from the wages of an employee and make the appropriate remittance for Credit Union, Savings Bonds, United Fund, Tax-deferred Annuities, or any other plans or programs jointly approved by the Board and the Association.
- Item 5 The Association, employee and Board agree the provisions of the Agreement shall be applied equally and without favor to all employees without discrimination as to sex, marital status, race, color, creed, national origin, handicap or political affiliation.
- Item 6 Before any material relating to an employee's job performance is placed in the employee's official personnel file, that employee shall be given a copy of such material. An employee may request removal and destruction of irrelevant or inappropriate documents from the file. Denial of such request is subject to the grievance procedure.
- Item 7 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.

ARTICLE VII HOURS OF EMPLOYMENT

Section A Workday and Work Week

- Item 1 The normal workday shall consist of eight (8) hours on the job exclusive of one-half (1/2) hour for lunch. The first shift shall normally be from 7:00 A.M. to 3:30 P.M.
- Item 2 The normal work week shall consist of forty (40) hours.
- Item 3 Employees shall be allowed a one-half (1/2) hour duty-free lunch period. The time of lunch, or off period, shall be determined by the immediate supervisor.

Section B Rest Periods

Employees shall be entitled to one fifteen (15) minute rest period within each four (4) hours 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 VIII OTHER CONDITIONS OF EMPLOYMENT

Section A Safety Committee

A safety committee shall be established to develop and report to the Board representative recommendations which will address the safety of the working conditions of employees. Three (3) members selected by the Association shall serve on the safety committee. The safety committee shall meet as often as necessary to review the problems involving safety submitted by employees.

Section B Health Requirements

In the event a partial disability could affect an 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 ability to perform assigned responsibilities; cost of such examination shall be borne by the Board.

Section C Postings

- Item 1 For the benefit of interested employees, position openings shall be posted in all buildings seven (7) calendar days prior to the filling of the vacancy. Postings shall indicate length of work year, location, shift and work week, if other than Monday through Friday.
- Item 2 The Association and applicants shall be advised of how the position is filled within fourteen (14) calendar days after the posting. A current employee awarded a position within his/her unit shall not serve a probationary period.

Item 3 Notice of all position vacancies in the District shall be posted in the same manner as in Item 1, above.

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.

Item 2 An employee continued in employment for more than six (6) months shall have seniority status within this bargaining unit. Such seniority shall be computed from the employment date as a Foreman.

Item 3 The principle of employee seniority shall be applied to transfers and promotions in the bargaining unit when the employees involved have attained similar levels of qualifications.

Item 4 An employee's seniority shall terminate if he/she:

- 4.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
- 4.2 Is absent from work for five (5) consecutive days without notifying the supervisor prior to or within such five (5) days period of a justifiable reason for such absence if it was possible for such notice to be given.
- 4.3 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 ten (10) calendar days after written notice, sent by certified mail 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 ten (10) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.
- 4.4 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, the Employee presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation.
- 4.5 Is 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 four (4) years, whichever is greater.

Item 5 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 6 The Board shall maintain an up-to-date employee and District seniority list at all times and make this list available to the Association upon request at least twice a year.
- Item 7 An employee changing to another position within the District 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 the seniority for transfer, promotion or layoff purposes.

Section E Evaluation of Skilled Trades Employees

- Item 1 Upon request of the administrator in charge of evaluating skilled trades employees, each foreman shall provide input to be used by that administrator in the evaluation of those employees.
- Item 2 Whenever a foreman recognizes deficiencies in the work of a skilled trades employee assigned to his/her shop, the foreman shall request a meeting with the appropriate administrative supervisor to discuss the employee's work performance. If necessary, the foreman shall participate in the development of a plan of assistance for the employee.
- Item 3 Foreman will not perform direct evaluation of skilled trades employees.

Section F Evaluation

- Item 1 Employees may be evaluated annually using the forms attached as appendices to this agreement and incorporated by reference as one of its terms. All employees shall be placed on a schedule so that each employee is evaluated not less than once every third year.
- Item 2 The evaluation process shall include up to three observations a year, followed by a summary written evaluation. Observation for the purpose of evaluation shall be by personal observation conducted by a qualified Board designee, and with the full knowledge of the employee.
- Item 3 Observations shall be for periods of time that accurately sample the employee's work.
- Item 4 Each observation shall be preceded by not less than five (5) workday notice.
- Item 5 All observations shall be reduced to writing and discussed with the employee. A copy of the observation summary shall be given to the employee immediately following the observation. The observation summary shall not be placed in the employee's personnel file.
- Item 6 The observation(s) will be followed by the evaluation, which shall be a summary of observed performance. A copy of the completed evaluation form shall be provided to the employee and shall be placed in the employee's personnel file.
- Item 7 If the supervisor believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms, together with an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the employer

toward that improvement. Reasonable time shall be allowed to accomplish the necessary improvements. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Item 8 An employee's signature on the written observation notes or on the written evaluation form shall mean that the employee has seen and reviewed the document. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the observation or evaluation.

Section G Discipline and Discharge

Item 1 Verbal reprimand of an employee by the immediate supervisor shall be done in a discreet manner and not in front of other employees. If an employee continues unsatisfactory discharge of duties, a conference may be scheduled with the departmental supervisor.

Item 2 An employee receiving a written reprimand from the immediate supervisor shall acknowledge same by signing a copy so the record will show the employee has knowledge of the reprimand. A written note shall not be interpreted as a written reprimand.

Item 3 At the option of the Personnel Department, an employee shall receive two (2) days off without pay as disciplinary action in lieu of discharge when the situation has not improved after a written reprimand and the situation involves failure to perform duties properly, neglect of duty, and/or incapability. Insubordination or improper conduct may not be subject to the two (2) day disciplinary action without pay and the employee may be subject to immediate discharge at the Board's discretion.

Item 4 At the option of the Personnel Department, an employee shall receive five (5) days off without pay as a disciplinary action in lieu of discharge when the situation has not improved after a two (2) day disciplinary action without pay and the situation involved failure to perform duties properly, neglect of duty, and/or incapability. Insubordination or improper conduct may not be subject to the five (5) day disciplinary action without pay and the employee may be subject to subject to immediate discharge at the Board's discretion.

Item 5 The employee shall be discharged by the Board, if determined after a reasonable length of time, a five (5) day disciplinary action without pay has not improved a situation involving failure to perform duties properly, neglect of duty, and/or incapability.

Item 6 Other than a verbal reprimand, the employee may request and receive an Association representative at any step of the discipline procedure on an individual basis to try to resolve the problem.

Item 7 The Board retains the right to discharge for insubordination, failure to perform duties properly, neglect of duty, incapability, or improper conduct.

Item 8 The Association shall be notified five (5) days in advance of the discharge of an employee where practical.

Item 9 After a twenty-four (24) month period of satisfactory service, all written reprimands in an employee's file shall not be used against the employee in future disciplinary action.

Item 10 Discipline shall not be without just cause.

Section H Transfers

Item 1 Except as otherwise specifically provided, an employee within a bargaining unit may apply for transfer to any position within the unit, and, if qualified, be granted the position before an applicant outside the unit.

Item 2 Except as otherwise specifically provided, an employee may apply for transfer to any position within the U.S.M.T.E., S.A.E., and Foreman's Association, and, if qualified, be granted the position before an applicant outside the three units.

Section I Staff Reduction

Item 1 Should it become necessary to reduce staff, the Association shall be provided the opportunity to meet with the Superintendent or designee to review the need for such reduction.

Item 2 Employees to be laid off will be given at least ten (10) workdays 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 Association on the same date notices are issued to employees.

Item 3 Reduction in work force shall be effected through the following procedures:

- 3.1 The necessary number of part-time employees in the affected classification shall be immediately laid off.
- 3.2 The necessary number of less senior full-time Assistant Foremen shall be laid off in the affected classification.
- 3.3 The necessary number of less senior full-time Foremen shall be laid-off in the affected classification.
- 3.4 Any less senior full-time Foreman who is so removed shall be able to exercise seniority rights to bump into an Assistant Foreman position in the affected classification.
- 3.5 Seniority for the purpose of this Section is defined as the employee's entry date as a Foreman in the District. When two (2) or more employees in a classification have the same Foreman seniority date, District seniority will determine the more senior Foreman.

Section J Recall

Item 1 The laid off employee(s) shall be recalled in the reverse order of the lay-off. 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 to the employee's last known address on file with the Board and shall require that the employee report for work within ten (10) 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 ten (10) 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 ten (10) 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 when recalled from lay-off as set forth in Item 1 of this Section unless an explanation for the absence and lack of notice is given and 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 he/she has in the bargaining unit at the time of layoff or for four (4) years, whichever is greater.

ARTICLE IX GRIEVANCE PROCEDURE

Item 1 Definition

An employee or the Association 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:

Item 2 Informal Appeal

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

Item 3 Level One

If the complaint is not resolved at the informal appeal, it may be formalized as a grievance. The grievance must be presented to the appropriate supervisor within five (5) workdays after the date of the informal appeal conference; however, under extenuating circumstances, an extension of up to thirty (30) calendar days may be granted. A written response will be provided within five (5) workdays.

Item 4 Level Two

If the grievant is not satisfied at Level One, the written grievance shall be filed within five (5) workdays of the Level One response with the administrator designated to hear grievances at Level Two. If no disposition has been made at Level One, the written grievance shall be filed within five days after the written Level One response was due.

Item 5 Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may request arbitration by written notice to the Board, within twenty (20) workdays after receipt of the decision of Level Two or the date the decision was due. The cost of the arbitrator's services, including expenses, if any, shall be borne equally by the Association and the Board.

Within ten (10) workdays after such notice to arbitrate, the Association 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, Association, and grievant.

Item 7 Association Representation

The employee may at any step in the grievance procedure, request and have Association representation.

Item 8 Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with supervisory or administrative personnel, or to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given the opportunity to be present at such adjustment.

Item 9 Time Limits

No grievance shall be processed unless it is presented within five (5) workdays of its occurrence or thirty (30) calendar days of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through Level Three 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 the Association 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 the Board shall fail to supply the Association with its answer to the particular step within the specified time limits, the Association's grievance shall be automatically moved to the next level.

- Item 10 Grievances filed as Association grievances may be initiated at Level Two when the complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of this agreement arises in more than one building or at a Level above the immediate supervisor.
- Item 11 No grievance shall be adjusted without prior notification to the Association and opportunity for the Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the employees shall be the sole responsibility of the Association.

ARTICLE X PAID LEAVE

Section A Sick Leave

- Item 1 Fifteen (15) days per year absence without loss of pay will be allowed each full-time employee each year in case of certified illness for the following reasons:
- 1.1 Personal illness or quarantine.
 - 1.2 Serious illness or death in the immediate family (mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).
 - 1.3 Funerals where the relationship of the employee warrants such attendance.
 - 1.4 Other reasons approved by the Superintendent of Schools or designee.
- Item 2 After three (3) or more consecutive days of illness, a physician's written release shall be required before an 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 or in the line of duty and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the 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. The Board shall be responsible for providing and maintaining all existing benefits for an employee approved to receive Worker's Disability Compensation until the employee is qualified for long term disability coverage.
- Item 5 Sick leave 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 XII, Section F.
- Item 6 Each employee's bank of accumulated sick leave will be credited with sick leave entitlement for the entire work year at the beginning of each work year. In the event the employee's employment is terminated for any reason during the work year, an adjustment will be made in the employee's final check for sick leave usage already paid but not actually earned.

Item 7 Upon request of the employee and upon expiration of sick leave provided by this section, earned vacation days may be converted to sick leave.

Section B Approved Leave Days

Item 1 Three (3) days of each school year may be used by the employee 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 Resignation 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.

4.5 Inclement weather that causes the closing of all schools, provided 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 Personnel Department.

Section C Approved Military Leave

Employees 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 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. The employee is entitled to keep mileage reimbursement received for serving on jury duty.

ARTICLE XI LEAVES OF ABSENCE WITHOUT PAY

- Item 1 Leaves of absence without pay shall be authorized for employees in keeping with provisions and procedures outlined below:
- 1.1 Certified personal illness, disability, or quarantine.
 - 1.1.1 To apply for such a 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. If there is a disagreement between the Board's physician and the employee's personal physician, the opinion of a third physician shall be binding. The Board and the Association will mutually select the third physician. The cost of the additional examinations shall be borne by the Board.
 - 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 the 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. If there is a disagreement between the Board's physician and the employee's personal physician, the opinion of a third physician shall be binding. The Board and the Association will mutually select the third physician. The cost of the additional examinations shall be borne by the Board.
 - 1.1.3 An employee who qualifies for a Leave of Absence without pay shall submit a written request, accompanied by a physician's statement certifying the illness or injury, to the appropriate Personnel Director no later than twenty (20) working days after expiration of sick bank or the last day of work, as appropriate.
 - 1.1.4 During this twenty (20) working day period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect providing the employee 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 deemed leave of absence prior to the expiration of the twenty (20) workday period, such failure shall be deemed a voluntary quit.
 - 1.2 Serious illness in the immediate family (mother, father, husband, wife, child, step child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.)
 - 1.2.1 To apply for such a 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 a 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 family needs.

1.4 Association representation.

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

1.5 Education.

1.5.1 To apply for such a leave, a written request must be presented to the Personnel Department describing the job related course of study the employee wishes to pursue.

Item 2 Leave of absence, as described in Item 1 of this Section 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 (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, or (3) the employee fails to notify the Board when the unpaid leave reason or condition no longer exists.

Item 3 To be eligible for a Leave of absence, an employee must have been employed by the Board at least two (2) years.

Item 4 For a period of time not to exceed six (6) months, the Board will hold open a position for an employee returning from a leave of absence for the reasons identified in Article X, Items 1-5. After six (6) months a position cannot be guaranteed on return from a leave, but reasonable effort will be made to return the employee to the original position or one commensurate with the employee's training or experience as vacancies are identified. If more than one (1) employee is waiting for vacancies to be identified, the one with the most seniority shall be placed first.

ARTICLE XII ECONOMIC BENEFITS

Section A Health Benefits

Item 1 The Board shall pay the health and hospitalization benefit premium up to a full family coverage for each full-time, eligible employee within the following framework:

Plan A

1.1 The health benefit shall be MESSA CHOICES II. The health benefits as provided herein shall not be changed by the carrier during the life of this agreement. The Board shall make employees whole for the annual deductible provided documentation is submitted within six (6) months of the end of the calendar year for insurance.

- 1.2 Benefits shall allow for sponsored dependent rider(s) as permitted by the carrier, but shall be at the employee's expense.
- 1.3 Employees hired on or after May 8, 1997, shall become eligible for benefits on the first day of the month following the first day worked, except for those employees becoming eligible during an open enrollment period. Their benefits will begin the first day of the month following the enrollment period.
 - 1.3.1 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.
- 1.4 Employees converting to the District health benefit policy shall be eligible for benefits on the first day of the month following the open enrollment period.
- 1.5 An employee may only be covered by one (1) District provided health benefit policy. If an employee is covered by a health benefit policy not provided by the District, the employee will be offered enrollment in the District health benefit policy.
 - 1.5.1 The District health benefit policy shall coordinate benefits with all other group or individual plans insuring the employees and their families.

Plan B

1. 1 For employees not electing health insurance.
 - a. Long Term Disability - 70%
 - b. Life Insurance - \$50,000 with AD&D
 - c. Vision - VSP-3
 - d. Delta Dental - 100; 90/90/90; 1,500; - \$1,500 max for class I and II

Item 2 If an employee's sick days are exhausted before eligibility for Long Term Disability insurance is attained, the Board will continue to pay the health benefit premium until the eligibility date for Long Term Disability Insurance, provided the employee is on a Leave of Absence without pay, is currently enrolled in the Board's health benefit policy, and is absent for the reason illness-self.

Section B Life Insurance

The Board shall provide group life insurance which has a face value of \$45,000 and which provides double indemnity for accidental death or dismemberment for all full-time employees who apply for such coverage. Such protection shall be in accordance with the provisions of the insurance carrier.

Section C Dental Benefits

Item I The Board shall provide to full-time employees who apply, dental benefits which provide one hundred (100%) percent payment of basic dental services, ninety (90%) percent payment of prosthodontic services and ninety (90%) percent of orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,500 per family member, per year; orthodontic service shall have a lifetime maximum of \$1,500. Such coverage shall be in accordance with the provisions of the provider.

- Item 2 This coverage shall be implemented consistent with the insurance carrier's rules and regulations.

Section D Optical Care

The Board shall provide to employees, who apply, a group optical program as identified in the VSP2 scheduled benefit booklet provided to each employee. Should the cost of the coverage exceed the allocated amount, the employee shall pay the increased cost. The Board and the Association shall jointly determine the specifications of such coverage.

Section E Long Term Disability Insurance

The Board shall provide for a full-time employee who applies, standard long term disability coverage with payment of seventy (70%) percent of the employee's normal gross earnings not to exceed two-thousand seven hundred (\$2,700.00) dollars per month after a waiting period of six (6) months. The amount of benefits shall 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 Veteran benefits. Remuneration arising from grievance settlements shall not reduce the receipt of long term disability benefits. The reduction for social security benefits will be calculated when benefits begin and any later legislative changes will not be used to further reduce the benefits. The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

Section F Retirement Pay

An employee who retires and is certified by the State Retirement Board to begin receiving retirement payments under one of the State retirement plans shall receive pay at the employee's current rate at the time of retirement for one-half (1/2) pay for the first fifty (50) days of unused accumulated sick days and one-half (1/2) pay for all unused accumulated sick days in excess of one hundred (100), to a maximum of one hundred eighty (180) accumulated sick days. Presentation to the appropriate Personnel Director of the retirement card indicating the retirement number issued by the Retirement Board to the retiree shall be sufficient to receive retirement pay. The estate of an employee who dies while in the service of the Board shall receive pay for unused accumulated sick days as described in this Section.

Section G Vacation

- Item 1 Six (6) days vacation with pay shall be granted to full-time employee with six (6) months service; service must begin prior to January 1 of the year in which the vacation is to be taken.
- Item 2 Vacation with pay for service from six (6) months to one (1) year shall be according to the month of employment in the year prior to the year in which the vacation is to be taken. If the date of employment occurred during December, then the employee qualifies for six (6) days vacation; November - 7 days; October - 8 days; September - 9 days; August - 10 days; and July - 11 days.
- Item 3 From one (1) year to four (4) years of service, the employee shall receive eleven (11) days vacation with pay.

- Item 4 With five (5) to fourteen (14) years of service, the employee 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 of vacation; six (6) years -- 13 days; seven (7) years -- 14 days; eight (8) years 15 -- days, nine (9) years -- 16 days, ten (10) years -- 17 days; eleven (11) years -- 18 days; twelve (12) years -- 19 days; thirteen (13) years -- 20 days; fourteen (14) through eighteen (18) years -- 21 days; nineteen (19) years or more -- 23 days. Effective July 1, 1989, with the approval of the immediate supervisor an employee may elect to schedule three additional days of work and on the June 30 pay ending be paid for a maximum of three (3) vacation days at the then current rate of pay.
- Item 5 Use of paid vacation days will be determined at the discretion of the Board upon consideration of the written request of the individual employee. The needs of the Board, as well as the personal needs of the employee, will be considered with approving paid vacation days.
- Item 6 Vacation days cannot be taken prior to being earned and must be taken prior to June 30th following the year in which they were earned.
- Item 7 Employees will not be reimbursed for earned vacation time not used. Exceptions maybe made by the appropriate Personnel Director if serious extenuating circumstances exist.
- Item 8 Earned vacation time is not cumulative; if earned vacation time is taken, it must be taken within the period specified in Item 6 of this Section.
- Item 9 An employee who resigns with two (2) weeks notice or is discharged shall receive vacation time prior to 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 appropriate Personnel Director shall determine which option shall be exercised in terms of the District's needs.
- Item 10 When a paid holiday falls in an employee's paid vacation week, the paid holiday shall not be charged as a paid vacation day.
- Item 11 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. Retirees shall be paid in accordance with Michigan Retirement System procedures.
- Item 12 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.
- Item 13 An employee shall have one (1) additional vacation day added to the vacation entitlement certified on June 30th of that fiscal year to be taken the next fiscal year for every three (3) days which the employee works when all schools are closed for inclement weather.

Vacation days shall be added according to the following schedule as applied to each individual employee's work schedule for all employees scheduled to work on that day.

1st snow day worked
2nd snow day worked

One vacation day earned
No vacation day earned

3 rd snow day worked	No vacation day earned
4 th snow day worked	One vacation day earned
5 th snow day worked	No vacation day earned
6 th snow day worked	No vacation day earned

The pattern continues for all snow days worked.

- Item 14 If a payday should occur on an inclement weather day causing all schools to close, the Board shall implement a procedure to issue paychecks to employees who report to work on that date providing no catastrophe has prevented the Payroll Department from preparing checks for issuance.

Such procedure will require the employee to report to a central site in order to pick up the check. In addition to the above, the Board will permit direct deposit of paychecks for those employees enrolling with the following institutions: North Oakland Community Credit Union, First of America Bank, National Bank of Detroit. This arrangement is subject to the rules and regulations of the depositing institution.

Section H Holidays

- Item 1 New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas, December 31, and the employee's birthday are holidays without loss of pay for full-time employees, providing the employee works the last workday prior to the holiday and the first workday after the holiday.
- Item 2 If a holiday falls on Sunday, the following Monday shall 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 will be a holiday providing school is not in session. (If Friday is already a holiday, then the following Monday will be a holiday if school is not in session.) If an employee were to lose a holiday because school is in session, the employee will be given a day off in lieu of the holiday on a day determined by the Board. All employees will not receive the same day but will 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 pay rate times the number of hours in the normal workday.

Section I Uniforms

- Item 1 Full-time employees shall be entitled to purchase \$270.00 worth of uniforms at the Board's expense.
- Item 2 Employees shall receive the uniform allowance in June.
- Item 3 The Board and the Association recognize that with a uniform allowance comes the need for neatness and uniformity of dress. Both parties shall adhere to and support the following policies:

- 3.1 Employees shall wear blue uniforms; however, white shirts may be worn in lieu of blue shirts.
- 3.2 Faded and threadbare uniforms should not be worn.
- 3.3 Overalls or coveralls may be worn by the heating and ventilating, paint, plumber, grounds, auto mechanic, and carpenter foremen as needed. The heating and ventilating, grounds, carpenter, plumber, and auto mechanic foremen may wear blue overalls or coveralls in lieu of blue pants. The paint foreman may wear white trousers or overalls with a white shirt in lieu of blue trousers or overalls.
- 3.4 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 the teaching staff, parents, pupils, and outside groups or organizations are not present. A plain "T-shirt" type blouse or shirt which shows may be worn under the collared blouse or shirt so long as it is blue or white and appears to match the remainder of the uniform.

Item 4 Employees will be provided with \$150.00 annually toward the purchase of safety shoes. Employees are required to wear the appropriate safety equipment at all times on the job.

Employees shall be provided a CarHartt insulated jacket and bib overalls for use at the work-site. Upon request of an employee, at the discretion of the Executive Director Bond and Physical Plant Services, an "arctic" grade insulated jacket and/or bib overalls may be provided instead of the standard garment(s). 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. CarHartts or replacements will be issued by November 1 each year. Jackets and bib overalls will be replaced if wear warrants it, in alternate years. In exceptional circumstances, subject to the approval of the Executive Director Bond and Physical Plant Services, an insulated jacket and/or bib overalls may be provided "off-cycle." Employees will be required to submit their old CarHartt for inspection before a new one is issued. Old garments will be marked as deacquired, and employees will be permitted to keep them for their own use, if desired.

Item 5 Should name or job classification emblems or patches be purchased by the Board, they shall be required to be worn by employees.

Item 6 Hand tools broken or damaged will be replaced at no cost to the employee, provided the broken or damaged hand tool is presented to the immediate supervisors at the time of request.

Section J U. S. Savings Bonds

Employee 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 K Mileage Reimbursement

Mileage reimbursement for approved business use of personal car will be the maximum rate allowable under the Internal Revenue Code before such amount becomes taxable as income. Reimbursement shall

be made in June for the previous year. A daily log of mileage shall be kept and shall be submitted with the Employee Reimbursement Request for annual reimbursement.

Section I Overtime Pay

- Item 1 Time and one-half of the employee's regular rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions:
- 1.1 Work performed in excess of eight (8) hours in a workday.
 - 1.2 If compensatory time off is used as the method of paying for overtime work, the overtime rate of pay shall be one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked.
- Item 2 An employee not scheduled for regular work hours who is called to work on a Sunday shall be paid 200 percent of the regular hourly rate times the number of hours worked.
- Item 3 An employee called to work on a holiday shall be paid in addition to the holiday pay 200 percent of the regular hourly rate times the number of hours worked.
- Item 4 Overtime work shall be voluntary except in emergencies. There shall be no discrimination against an employee who declines to work overtime.
- Item 5 An employee who is called in to work in an emergency and/or at a time other than normal work hours shall be paid a minimum of three (3) hours at the overtime rate.
- 5.1 Hours worked on planned maintenance immediately before or immediately after the normal work hours shall not require the three (3) hour call-in pay.
 - 5.2 An employee responding to an emergency telephone call involving plant security or another emergency within the employee's assigned area of responsibility that does not require the employee to report for work shall be paid a minimum of one-half (1/2) hour at the overtime rate.
- Item 6 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.

Section M Staff Development

- Item 1 Employees employed on July 1, 1991 shall receive additional pay for the approved schooling hours accumulated to that date. The amount shall be paid in lump sum on the second pay period ending in December of each year to eligible employees employed on December 15. Employees shall be reimbursed at a rate of \$100.00 per 100 clock hours of credit up to a maximum of 900 clock hours.
- 1.1 An employee who holds a certified masters license in the department supervised may equate such license to 300 clock hours of credit.

Item 2 \$1000.00 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 the reimbursement program:

- 2.1 Courses completed must be in an institution approved in advance by the Personnel Department and related to the employee's service to the District.
- 2.2 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 July 15 of the following year. Reimbursement shall be made during the following August to employees who are employed in the District at that time.
- 2.3 Employees shall be entitled to receive full reimbursement of tuition costs providing the \$1000.00 each year is sufficient to meet all claims. In the event the cost of the claims exceeds the appropriation, reimbursement shall be made on a pro rata basis.

Item 3 Effective July 1, 1991, upon the prior request of an employee and with the approval of the immediate supervisor or appropriate personnel director, the employee may enroll in a training or education program for the improvement of skills related to the assignment and be paid the then current regular hourly rate at straight time for attendance and participation in the schooling program. A limit of eight (8) hours per day at straight time will be paid under this provision. Payment shall be made upon successful completion of the approved training education program.

Section N Vehicle Use

Item 1 Employees shall be allowed to drive school district vehicles to and from work. It is understood that use of school district vehicles shall be for portal to portal carriage. No other personal use of school district vehicles is authorized.

Item 2 Assistant Foremen shall receive a payment of \$750.00 in lieu of use of a vehicle. This amount will be paid in two (2) equal installments, one on the last pay ending in December and the other on the last pay ending in June. Assistant Foremen will be reimbursed for portal-to-portal mileage at the maximum rate allowable under the Internal Revenue Code before such reimbursement becomes taxable as income when Assistant Foremen are called in to work in an emergency and/or at a time other than normal work hours.

Section O Longevity

Item 1 Longevity entitlement for full-time employees shall be as follows and paid the first pay in December:

<u>Years</u>	<u>2001-02</u>	<u>Amt.</u>
5 hired prior to:	7/1/96	\$ 950
10 hired prior to:	7/1/91	\$1075
15 hired prior to:	7/1/87	\$1175
20 hired prior to:	7/1/81	\$1275
25 hired prior to:	7/1/76	\$1375

<u>Years</u>	<u>2002-03</u>	<u>Amt.</u>
5 hired prior to:	7/1/97	\$ 950
10 hired prior to:	7/1/92	\$1075
15 hired prior to:	7/1/87	\$1175
20 hired prior to:	7/1/82	\$1275
25 hired prior to:	7/1/77	\$1375

<u>Years</u>	<u>2003-04</u>	<u>Amt.</u>
5 hired prior to:	7/1/98	\$ 950
10 hired prior to:	7/1/93	\$1075
15 hired prior to:	7/1/88	\$1175
20 hired prior to:	7/1/83	\$1275
25 hired prior to:	7/1/78	\$1375

Item 2 Employment must be on a continuous basis, and an employee must be employed on December 1 each year in order to qualify for payment.

Item 3 This entitlement shall be on a non-cumulative basis.

Section P Wage Schedule

Item 1 The wage schedule for Foremen to cover the period of employment from July 1, 2004 through June 30, 2005 shall be as follows:

Classification	1	2	3	4
Electrical	\$23.38	\$23.88	\$24.56	\$24.82
Plumbing	\$22.98	\$23.49	\$24.18	\$24.43
Heating and Ventilating	\$23.00	\$23.53	\$24.20	\$24.45
Carpentry/Roofer Masonry	\$23.04	\$23.57	\$24.23	\$24.48
Paint and Glaze	\$23.00	\$23.53	\$24.20	\$24.45
Auto Mechanic	\$23.03	\$23.49	\$24.13	\$24.38
Grounds	\$22.64	\$23.49	\$24.08	\$24.33
Auto Mechanic (Assistant)	\$22.46	\$22.64	\$23.16	\$23.42

Item 2 The wage schedule for Foremen to cover the period of employment from July 1, 2005 through June 30, 2006 shall be as follows:

Classification	1	2	3	4
Electrical	\$23.73	\$24.24	\$24.93	\$25.19
Plumbing	\$23.32	\$23.84	\$24.54	\$24.80
Heating and Ventilating	\$23.34	\$23.88	\$24.56	\$24.82
Carpentry/Roofer Masonry	\$23.39	\$23.92	\$24.59	\$24.85
Paint and Glaze	\$23.34	\$23.88	\$24.56	\$24.82

Master Agreement: Foreman's Association 2004-2007

Auto Mechanic	\$23.38	\$23.84	\$24.49	\$24.75
Grounds	\$22.98	\$23.84	\$24.44	\$24.69
Auto Mechanic (Assistant)	\$22.80	\$22.98	\$23.51	\$23.77

Item 3 The wage schedule for Foremen to cover the period of employment from July 1, 2006 through June 30, 2007 shall be as follows:

Classification	1	2	3	4
Electrical	\$24.08	\$24.60	\$25.31	\$25.57
Plumbing	\$23.67	\$24.20	\$24.91	\$25.17
Heating and Ventilating	\$23.70	\$24.24	\$24.93	\$25.19
Carpentry/Roofer Masonry	\$23.74	\$24.28	\$24.96	\$25.22
Paint and Glaze	\$23.70	\$24.24	\$24.93	\$25.19
Auto Mechanic	\$23.73	\$24.20	\$24.86	\$25.12
Grounds	\$23.33	\$24.20	\$24.80	\$25.06
Auto Mechanic (Assistant)	\$23.14	\$23.33	\$23.86	\$24.12

ARTICLE XIII WAGE ADJUSTMENT

Wage increases shall be retroactive to July 1, 2004, to active employees at time of the ratification of this Agreement.

ARTICLE XIV SITE-BASED DECISIONMAKING

Site-Based Decision-making (SBDM) is a joint planning and problem-solving process that seeks to improve the quality of life in the school at the work site. It is a process through which those individuals responsible for the implementation of a decision at the building level are actively and effectively involved in making the decision. Association members will be invited and encouraged to participate in this process.

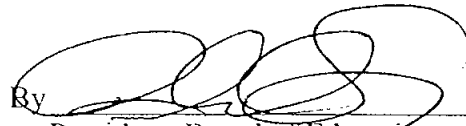
ARTICLE XV DURATION OF THE AGREEMENT

- Item 1 This Agreement incorporates the entire understanding of the Association and the Board with 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.

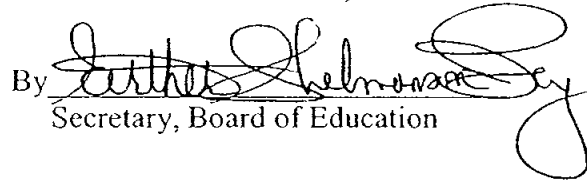
- Item 2 This Agreement shall continue in full force and effect until June 30, 2007.
 - 2.1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination.

BOARD OF EDUCATION

Date _____

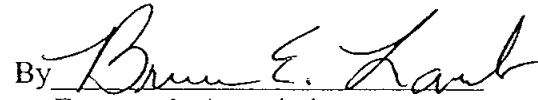
By 
President, Board of Education

Date 2/30/05

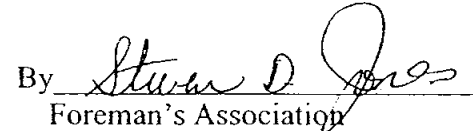
By 
Secretary, Board of Education

FOREMAN'S ASSOCIATION

Date 6/23/05

By 
Foreman's Association
Representative

Date 6/24/05

By 
Foreman's Association
Representative

**Letter of Agreement
Between
School District of the City of Pontiac
And
Pontiac Foreman's Association
December 4, 2004**

If a Drug and Alcohol Policy is put in place by the Board of Education of the School District of the City of Pontiac, the Pontiac Foreman's Association reserves the right to challenge the reasonableness of the policy for a period of thirty (30) days from the issuance of said policy. The Association reserves the right to file a grievance on behalf of any Association member who may face charges as a result of the policy.

PONTIAC BOARD OF EDUCATION

By 

Date 6/30/05

PONTIAC FOREMAN'S ASSOCIATION

By 

Date 6/23/05