

MASTER AGREEMENT

BETWEEN THE

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

AND

**PONTIAC BOARD OF EDUCATION
SUPERVISORS ASSOCIATION OF ENGINEERS**

2008 - 2011

**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND THE
PONTIAC BOARD OF EDUCATION SUPERVISORS ASSOCIATION OF ENGINEERS**

This Agreement is entered into this **January 30, 2009**, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board", and Pontiac Board of Education Supervisors Association Engineers, 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 Engineers 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 representatives for consideration; items of concern to the Board's representatives 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 Board may be discussed.

ARTICLE II RECOGNITION

The Board recognizes the Pontiac Board of Education Supervisors Association as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all Building Engineers, Assistant Engineers and Relief Engineers employed in the District. Additional engineer classifications that are established during the term of this Agreement shall be subject to negotiations between the Board and the Association in respect to wages, hours of employment, or other conditions of employment. Reference to "Engineer" in this Agreement shall include all engineer classifications.

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.

TABLE OF CONTENTS

ARTICLE I PURPOSE AND INTENT	1
ARTICLE II RECOGNITION	1
ARTICLE III BOARD RIGHTS.....	1
ARTICLE IV ASSOCIATION SECURITY	2
ARTICLE V ASSOCIATION RIGHTS	2
ARTICLE VI EMPLOYEE RIGHTS.....	4
ARTICLE VII HOURS OF EMPLOYMENT	4
Section A Workday and Workweek.....	4
Section B Rest Periods	4
Section C Postings and Vacancies.....	4
ARTICLE VIII OTHER CONDITIONS OF EMPLOYMENT.....	5
Section A Safety Committee.....	5
Section B Health Requirements	5
Section C Vacancy.....	5
Section D Seniority.....	6
Section E Advancements.....	7
Section F Evaluation	7
Section G Discipline and Discharge.....	7
Section H Transfers	8
Section I Layoff	9
Section J Recall.....	10
ARTICLE IX GRIEVANCE PROCEDURE	10
ARTICLE X PAID LEAVE.....	12
Section A Sick Leave.....	12
Section B Approved Leave Days.....	13
Section C Approved Military Leave.....	13
Section D Jury Duty.....	14
ARTICLE XI LEAVES OF ABSENCE WITHOUT PAY	14
ARTICLE XII ECONOMIC BENEFITS.....	15
Section A Health Benefits	15
Section B Life Insurance.....	16
Section C Dental Benefits	16
Section D Long-Term Disability Insurance.....	17
Section E Liability Insurance.....	17
Section F Optical Care.....	17
Section G Retirement.....	18

Section H Vacation	18
Section I Holidays	20
Section J Staff Development	21
Section K Uniforms	21
Section L U.S. Savings Bonds	23
Section M Shifts and Pay Differential	23
Section N Overtime Pay	23
Section O Use of Personal Automobile	24
Section P Higher Classification Rate	24
Section R Wage Schedule	25
ARTICLE XIII RETROACTIVITY	27
ARTICLE XIV DURATION OF THE AGREEMENT	27
LETTER OF UNDERSTANDING	29

ARTICLE IV ASSOCIATION SECURITY

- Item 1 Engineers 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 (10th) day after the thirtieth (30th) day following their probationary period.
- Item 2 Engineers 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 (10th) day after the thirtieth (30th) 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 ~~Engineers may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for check off of dues or fee form to make a single payment for the full year's dues directly to the Association treasurer. The Association will provide the Board with the signed authorization for check off 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 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 mailboxes 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 the 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 released time not to exceed ten (10) days or a total of eighty (80) hours to enable officers and/or designated representative 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 Association shall be granted released time not to exceed twenty (20) days or a total of one hundred sixty 160 hours to enable the Association negotiating team to participate in scheduled negotiation sessions with the Board during regular work hours.
- Item 9 Engineer meetings will be scheduled at a time and place mutually agreed upon by the Association and the Board. Attendance will be required for those engineers who are scheduled to be working at the time of the meeting unless prior approval for absence is given by the designated Board representative. Attendance is voluntary for those engineers not scheduled for work at the time of the meeting. Engineers attending on a voluntary basis will not be paid.

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 engineer shall be given a copy of the Master Agreement.
- 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.

ARTICLE VII HOURS OF EMPLOYMENT

Section A Workday and Workweek

- Item 1 The normal workday shall consist of eight (8) hours on the job plus one-half (1/2) hour unpaid uninterrupted lunch period.
- Item 2 The normal workweek shall consist of forty (40) hours.
- Item 3 The time of lunch, or off period, shall be determined by the immediate supervisor.
- Item 4 In the event an assignment cannot be accomplished within the required time frame by a member of Supervisors of Engineers, the remaining members of Supervisors of Engineers will be given an opportunity to assist in the completion of the designated assignment.

Section B Rest Periods

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

Section C Postings and Vacancies

- Item 1 Defines a vacancy as a newly created position or one left vacant due to retirement promotion or resignation. Human Resources will update the association regarding the status of vacant positions.

Item 2 Add "classification" to the information on postings.

ARTICLE VIII OTHER CONDITIONS OF EMPLOYMENT

Section A Safety Committee

- Item 1 If the Board establishes a District-wide safety committee to develop and report to the Board representative recommendations that 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 engineers.
- Item 2 Three (3) representatives of the Supervisors of Engineers, appointed by the President, shall serve on a Safety Improvement Committee. The committee will meet quarterly with the administration to discuss safety concerns and plant security concerns of the bargaining unit. The association representatives will be with full release time with no loss of pay for meetings scheduled during regular work hours or shall be at the bargaining unit member's regular hourly rate for meetings scheduled beyond the bargaining unit member's workday.

Section B Health Requirements

In the event a partial disability could affect an engineer's ability to perform assigned responsibilities, the Board may request the engineer to provide a physician's certification that the engineer is able to perform assigned responsibilities. The Board may require the engineer 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 Vacancy

- Item 1 A vacancy is a newly created position or is a position not currently filled because the employee in the position retired, was granted a leave or absence, terminated, was awarded a different position or quit, and the Board has determined that the position will not be eliminated. Human Resources will update the Association in a timely manner regarding the status of all vacant positions in the bargaining unit.
- Item 2 For the benefit of interested engineers; 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, classification shift, and workweek if other than Monday through Friday.
- Item 3 A posting for which there are transfer applicants shall be filled within ten (10) workdays of posting.
- Item 4 The Association and applicants shall be advised of how the position is filled within ten (10) workdays after the posting.
- Item 5 Notice of all position vacancies in the District shall be posted in the same manner as in Item 1, above.

- Item 2 An engineer receiving a written reprimand from the immediate supervisor shall acknowledge same by signing a copy so the record will show the engineer 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 engineer 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 engineer may be subject to immediate discharge at the Board's discretion.
- Item 4 At the option of the Personnel Department, an engineer 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 involves 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 engineer may be subject to immediate discharge at the Board's discretion.
- Item 5 The engineer 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 engineer 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 engineer where practical.
- Item 9 After a twenty-four (24) month period of satisfactory service, all written reprimands in an engineer's file shall not be used against the engineer in future disciplinary action.
- Item 10 Discipline shall not be without just cause.

Section H Transfers

- Item 1 Except as otherwise stated in this Section, an engineer may apply for transfer to a bargaining unit position and, if qualified, be granted the position before an applicant outside the bargaining unit. A current engineer awarded a position within the bargaining unit shall not serve a second probationary period.
- Item 2 Except as otherwise specifically provided, an engineer may apply for transfer within the: Supervisors Association of Engineers, Foreman's Association, United Skilled Maintenance Trades Employees Association and, if the most qualified of the internal applicants, be granted the position before an applicant outside the three (3) units.
- Item 3 An engineer is eligible for transfer if serious extenuating circumstances exist.

- Item 4 An engineer is eligible to transfer in the same classification to another building providing the engineer has served in the present building one (1) year or more.
- Item 5 An engineer within the posted classification shall be considered for transfer before any engineer is promoted.
- Item 6 Items 1, 2, 3 and 4 are contingent upon an engineer's job performance being satisfactory in the present position.

Section I Layoff

- 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 Engineers 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 Reductions in the work force shall be effected through the following procedures:
 - 3.1 The necessary number of assistant engineers shall be laid-off according to engineer seniority. When two (2) or more assistant engineers have the same engineer seniority date, District seniority will determine the least senior assistant engineer.
 - 3.2 The necessary number of least senior engineers shall then be removed from the affected classifications according to engineer seniority. When two (2) or more engineers have the same engineer seniority date, District seniority will determine the least senior engineer.
 - 3.3 Affected engineers shall be able to exercise engineer seniority rights to bump the least senior engineer in a classification equal to or in a direct line beneath the classification provided the engineer is qualified for said classification and no vacancies exist in the classification into which bumping will occur.
 - 3.4 An engineer with bumping rights as set forth in Item 3.3 of this Section shall have the right either to exercise the bumping or to accept the layoff until recalled. The engineer shall sign a waiver to this effect.
 - 3.5 The least senior engineers who remain displaced after the reduction in the required classifications and bumping is completed shall be laid-off.

 - 3.6 Engineer seniority for purposes of this Section is defined as the engineer's entry date as an engineer in the District.
- Item 4 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, the engineers 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 one (1) week, shall be regulated by seniority application.

- Item 5 In the event of a reduction or modification of the work force, the Board shall strive, within financial limitations, to provide as many positions defined in Article VIII, Section D, Item 2, as possible.

Section J Recall

- Item 1 The laid-off engineer shall be recalled in the reverse order of layoff. The most senior engineer shall be recalled to the first opening in the bargaining unit and classification from which the engineer was laid-off, or, if the engineer 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 engineer's last known address on file with the Board and shall be required that the engineer report for work within ten (10) calendar days after the date of delivery or proof of non-delivery. The Board may discharge any 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 engineer fails to return when recalled from layoff as set forth in Item 1 of this Section, unless an explanation for the absence and lack of notice is given and is acceptable to the Board.
- Item 3 The Board may remove an engineer 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 engineer has acquired in the bargaining unit at the time of layoff or for four (4) years, whichever is greater.

ARTICLE IX GRIEVANCE PROCEDURE

Definition

An engineer with a complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement may register the 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 written grievance must be presented to the appropriate supervisor within eight (8) workdays after the date of the occurrence of the grievance; however, under extenuating circumstances, an extension of thirty (30) calendar days may be granted. The administrator designated to conduct the Level One hearing shall issue a written decision to the Association president, chief steward and the grievant within five (5) workdays after the hearing.

Level Two

If the engineer is not satisfied at Level One, a written grievance shall be filed within five (5) workdays of the Level One response with the appropriate personnel administrator who shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. Association representative(s), Board representative(s) and grievant shall be present at this hearing. The administrator designated to conduct the Level Two hearing shall issue a written decision to the Association president, chief steward and the grievant within five (5) workdays after the hearing.

Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may request arbitration, within twenty (20) workdays after the receipt of the decision of Level Two or the date the decision was due by written notice to the Board. 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 will 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 shall be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted.

The arbitrator's power stems 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.

Association Representative

The engineer may at any step in the grievance procedure, request and have representation by a maximum of three (3) Association representatives providing there is no interference with regular work hours and no cost to the Board.

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 Three may be extended upon mutual consent of the parties. Said extensions 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 grievance shall be automatically moved to the next level.

Grievances filed as Association grievances may be initiated at Level Two when the complaint is considered to be a violation or misinterpretation or inequitable application of any of the provisions of this Agreement arises in more than one (1) building or at a Level above the immediate supervisor.

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 Thirteen (13) days per year (July 1 – June 30), of absence without loss of pay shall be allowed each engineer each year in case of certified illness for the following reasons:
- 1.1 Personal illness, disability, or quarantine.
 - 1.2 Serious illness, disability, or death in the immediate family (mother, father, spouse, child, sister, brother, grandparent, grandchild, or in-law)
 - 1.3 Serious illness, disability or death in the immediate household of the employee if it is necessary to attend to the needs of the individual whom is ill.
 - 1.4 Other reasons approved by the Personnel Department.
- Item 2 After five (5) or more consecutive workdays of illness, a physician's written release may be required before the engineer may return to work.
- Item 3 The unused portion of the annual sick leave shall accumulate without limit.
- Item 4 An engineer injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the engineer's accumulated sick leave at the rate of one-half (1/2) day for each day for which Worker's Disability Compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the engineer's regular wage.
- Item 5 Sick leave accumulated by an engineer shall be forfeited if the engineer resigns or is dismissed, except in cases when the engineer qualifies for reimbursement on retirement as provided in the Retirement Pay Section in Article XII.
- 5.1 In the event an engineer dies while employed by the school District, the accumulated sick leave reimbursement to which the engineer was entitled under Article XII, Section G, shall be paid to the engineer's heirs or estate.

- Item 6 Each engineer'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 engineer's employment is terminated for any reason during the work year, an adjustment will be made in the engineer's final check for sick leave usage already paid but not actually earned.

Section B Approved Leave Days

- Item 1 Three (3) days of each school year may be used by engineers 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 engineer'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 engineer's regular work hours.
 - 4.4 Funerals, other than those provided under other Sections of this Agreement.
 - 4.5 Emergencies such as automobile accidents or home fires which require the engineer's presence.
 - 4.6 Inclement weather that causes the close of all schools; provided there is demonstrated evidence of the engineer's sincere effort to report for duty.
- Item 5 One (1) of the three (3) Approved Leave days may be used for any reason provided the engineer requests approval with at least a twenty-four (24) hour advance notice to the Supervisor of Operations. No more than three (3) engineers may use this Approved Leave day on any one (1) day.
- Item 6 Requests for Approved Leave for reasons other than those specified above may be submitted to the Personnel Department.

Section C Approved Military Leave

Engineers 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 engineer'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 engineers 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 engineer's physician. The Board may require the engineer to see a physician of its choice to verify the health condition. If there is a disagreement between the Board's physician and the engineer's personal physician, the opinion of a third physician shall be binding. The Board and the Association will mutually select the third physician.

1.1.2 To return from such leave, the engineer 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 engineer to see a physician of its choice to verify the health condition. If there is a disagreement between the Board's physician and the engineer'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 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).

1.3 Death in the family.

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 engineer to attend to family needs.

1.4 Association Representation.

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

1.5 Education.

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

1.5 Public Office.

A leave of absence of up to one (1) year shall be granted to any engineer upon application for the purpose of campaigning for, or serving in, a public office.

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 three (3) 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 engineer fails to notify the Board when the unpaid leave reason or condition no longer exists.

Item 3 A position cannot be guaranteed on return from a leave of absence for the reasons of Items 1.2, 1.3 and 1.4 of this Section or for assistant engineers. The engineer shall be placed as vacancies are identified. If more than one engineer is waiting for vacancies to be identified, the one with the most seniority shall be placed first. If a vacancy is not available and the engineer accepts another position in the District, seniority shall not be interrupted unless the employee refuses a vacant engineer position for which qualified.

Item 4 An engineer, other than an assistant engineer with less than one (1) year seniority, returning from a leave of absence for the reason of Item 1.1 of this Section shall be assigned as vacancies are identified. If a vacancy is not available the engineer shall be assigned at the discretion of the Board and paid as an engineer C; an assistant engineer shall be paid as an assistant. Such engineer shall be assigned the first vacancy in the classification (A, B, B in training, or C) from which the engineer took a Leave of Absence. Such vacancy shall be posted. If more than one (1) engineer is waiting for vacancies to be identified, the one with the most engineer 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 to full family coverage policy for each full-time, eligible engineer within the following framework:

- Plan A 1.1 The health benefit shall be equal in specifications and service to MESSA Choices II (XV A2) \$10.00/\$20.00 co-pay prescription rider.
- 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 July 1, 1996, 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.

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.

The District health benefit policy shall coordinate benefits with all other group or individual plans insuring the employees and their families.

Plan B For employees not electing health insurance.

- a. Long Term Disability – 60%
- b. Life Insurance - \$35,000 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 engineer's sick days are exhausted before eligibility for Long Term Disability insurance is attained, the Board will continue to pay the health insurance premiums until the eligibility date for Long Term Disability insurance, provided the engineer is eligible for Leave of Absence, is enrolled in the Board's health insurance program, and is absent for illness self-reason.

Section B Life Insurance

The Board shall provide group life insurance which has a face value of \$25,000 and which provides double indemnity for accidental death or dismemberment to engineers who apply. Such protection shall be in accordance with the requirements of the insurance carrier.

Section C Dental Benefits

Item 1 The Board shall provide each engineer who applies a dental care benefit program which includes 100% payment of basic dental services, 90% prosthodontic services and 90% orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,200 per family

member per year, and orthodontic services shall have a lifetime maximum of \$900. This coverage shall be according to the provisions of the provider.

Item 2 The dental plan shall provide for both internal and external coordination of benefits.

Section D Long-Term Disability Insurance

Item 1 The Board shall provide a standard long-term disability coverage for engineers who apply and who have completed the probationary period with payment of sixty (60%) percent of the engineer's normal gross earnings not to exceed \$2,500.00 per month after a waiting period of six (6) months. The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veteran benefits. The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

Item 2 The duration of benefits shall be to age seventy (70) regardless of age at disablement.

Section E Liability Insurance

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

Section F Optical Care

The Board shall provide to engineers who apply a group optical program, as identified in the VSP2 scheduled benefits.

Benefits for examinations, lenses or frames, which are covered charges and obtained from a VSP Panel Provider are provided in accordance with an agreement between Vision Service Plan (VSP) and the panel provider. Under this agreement a provider accepts the VSP payment as payment in full for incurred covered charges, after satisfaction of the applicable deductibles. See the "Note" below for reimbursement for frames and cosmetic lenses.

Covered charges for vision care services and materials, other than cosmetic contact lenses, obtained from a VSP Panel provider are subject to a deductible of \$6.50 for each examination and an additional deductible of \$18.00 for the combined charges for lenses and frames.

Note: The total maximum benefit payable for each insured person in each person in each plan year for frames is \$65.00.

The maximum benefit payable for each insured person in each plan year for all cosmetic contact lenses and examinations is \$90.00. Deductibles do not apply to contact lenses and examinations for them.

Section G Retirement

Item 1 An engineer who retires and who is certified by the State Retirement Board to begin receiving retirement payments under one of the state retirement plans shall receive pay at the engineer's current rate at the time of retirement for the number of sick leave days the engineer has accumulated, according to the following schedule:

- 10% of first 20 days
- 20% of second 20 days
- 30% of third 20 days
- 40% of fourth 20 days
- 50% of all days after 80 to a maximum of 170 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 retirement pay.

Section H Vacation

Item 1 ~~Six (6) days' vacation with pay shall be granted to new engineers in 52 week positions 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 for engineers in 52 week positions with service from six (6) months to one (1) year shall be according to the month of employment in the year prior to the year in which the vacation is to be taken. If the date of employment occurred during December, then the engineer qualifies for six (6) days' vacation;

November – 7 days; October – 8 days; September – 9 days; August – 10 days; and July – 11 days

Item 3 Engineers in 52 week positions with from one (1) to four (4) years of service shall receive eleven (11) days' vacation with pay per year.

Item 4 Engineers in 52 week positions with five (5) years of service shall be granted one (1) additional day per year beyond the eleven (11) days vacation according to the following schedule until a maximum of twenty-two (22) days vacation is achieved.

Number years service	Number vacation days
5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14 thru 18	21
19 or more	22

- Item 5 Normally, engineers shall take vacations when school is not in session. A special vacation request not to exceed one (1) week may be granted by the appropriate supervisor when a qualified substitute can be secured and the engineer is senior to others requesting the same date. Exceptions to the one (1) week special vacation request may be made by the appropriate supervisor when no substitute is needed and when the workload is such that an engineer's absence will not work an undue hardship on the District. Special vacation requests must be submitted to the appropriate supervisor for approval thirty (30) days prior to the requested vacation period. The engineer shall be notified of approval or disapproval not less than two (2) weeks prior to the requested vacation period and within ten (10) workdays of application if the engineer requests early response if possible.
- Item 6 Vacation days shall not be taken prior to being earned and certified in June with the following exception: The period, usually two (2) weeks between the close of the regular school program and June 30 when paid vacation days are certified shall be available for use as vacation days.
- Item 7 Vacation days earned and certified on June 30, must be taken prior to June 30 of the following fiscal year.
- Item 8 Engineers shall have vacation days added to the vacation entitlement certified on June 30 of that fiscal year to be taken in the next fiscal year for days which the engineer works when all schools are closed for inclement weather. The number of additional vacation days is determined according to the following schedule. In order for engineers to qualify for these additional days, engineers must work all the days schools are closed due to inclement weather.

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

- 8.1 ~~If engineers are absent on a day when all schools are closed due to inclement weather, the schedule of additional days shall not apply. Engineers shall earn one (1) additional vacation day added to the vacation entitlement certified on June 30 of that fiscal year to be taken in the next fiscal year for each three (3) days worked when all schools are closed due to inclement weather.~~
- 8.2 If a payday should occur on an inclement weather day causing all schools and offices to close, the Board shall implement a procedure to issue paychecks to engineers 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 engineer who worked 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 engineers enrolling with the following institutions: North Oakland Community Credit Union, First of America Bank and National Bank of Detroit. This arrangement is subject to the rules and regulations of the depositing institutions.

- Item 9 Engineers shall not be reimbursed for earned vacation time, which the engineer does not use. Exceptions may be made by the appropriate Personnel Director if serious extenuating circumstances exist.
- Item 10 Earned vacation time is not accumulative. If earned vacation time is taken, it must be taken within the period specified in Items 5, 8 and 9 of this Section.
- Item 11 An engineer who resigns with two (2) weeks notice or is discharged shall receive vacation time prior to the resignation prorated on the basis of vacation time earned for the current year only, or may receive vacation pay on the above basis at the termination date. The appropriate Personnel Director shall determine which option shall be exercised in terms of the District's needs.
- Item 12 When a paid holiday falls in an engineer's paid vacation week, the paid holiday shall not be charged as a paid vacation.
- Item 13 An engineer 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 14 The estate of an engineer who dies while in the service of the Board shall receive vacation pay prorated on the basis of vacation time earned for the current year.

Section I Holidays

- Item 1 New Year's Day, Good Friday, Monday after Easter, Memorial Day, July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas and December 31 are holidays without loss of pay providing the engineer works the last workday prior to the holiday and the first workday after the holiday unless excused through legitimate illness. The Board may require a doctor's statement that the engineer was sick on the last workday prior to the holiday and/or the first workday after the holiday, if the holiday falls in a regular assigned workweek.
- Item 2 If a holiday falls on a Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the session.) If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.) If an engineer were to lose a holiday because school is in session, the engineer shall be given a day off in lieu of the holiday on a day determined by the Board. All engineers may not receive the same day, but may be scheduled based on the District's needs.
- Item 3 The holiday pay shall be a sum computed by multiplying the engineer's current hourly pay rate times the number of hours in the normal workday.

- Item 4 In addition to the above holidays, engineers are to receive their birthday as a floating holiday. This holiday must be used on days when school is not in session or with prior approval, a school day, when a relief engineer is available. It is understood that once the prior approval for school day use is given that management will honor the request.

Section J Staff Development

- Item 1 Engineers employed on August 14, 1980, shall receive additional pay for approved schooling hours accumulated to that date. The amount shall be paid in lump sum on the second pay period ending in July of each year to eligible engineers employed on July 15.

- Item 2 One (1) voluntary eight (8) hour staff development day in addition to the regularly scheduled work year shall be mutually planned and scheduled by the Association and the Supervisor of Operations. Those engineers or assistant engineers who are not scheduled for work on that day may elect to voluntarily attend this staff development day and be paid their regular rate of pay.

- Item 3 Two thousand (\$2000.00) dollars shall be provided to reimburse engineers for tuition costs for courses completed during the period July 1 through June 30. The procedure outlined below shall be followed in administration of this reimbursement program:

3.1 Courses completed must be in an institution approved in advance by the appropriate Personnel Director and related to the engineer's service to the District.

3.2 Engineers shall submit a request for reimbursement for courses taken during each fiscal year (July 1 – June 30) on forms provided with an official transcript of credits by June 30 of each year. Reimbursement shall be made during the following August to engineers who are employed in the District at that time.

3.3 Engineers shall be entitled to receive full reimbursement of tuition costs, books, materials and lab fees, providing the appropriation of two thousand (\$2,000.00) dollars each year is sufficient to meet all claims. All reimbursements will be paid on presentation of proper receipts. In the event the cost of the claims exceeds the appropriation, reimbursement shall be made on a pro-rata basis.

3.4 In the event the cost of claims for tuition reimbursement does not meet or exceed the appropriation, the remaining funds shall be designated for reimbursement of registration fees to engineers who complete approved training programs on their own time.

3.4.1 Training programs must be approved in advance by the appropriate personnel administrator to be eligible for payment of the stipend.

3.4.2 If the cost of claims for training stipends exceeds the funds available, reimbursement shall be made on a pro-rata basis.

Section K Uniforms

- Item 1 Engineers, who have completed their six (6) month probationary period on or before June 30, shall be entitled to a uniform allowance of three hundred (\$300.00) dollars.

Section L U.S. Savings Bonds

Engineers shall be provided the opportunity to enroll in a payroll deduction plan for the purchase of United States Savings Bonds. Information on this plan shall be available in the Business Office.

Section M Shifts and Pay Differential

- Item 1 Any shift beginning at 12:00 p.m. through 5:00 p.m. inclusive shall be classified as the second shift. Any shift beginning at 5:01 or after shall be classified as the third shift.
- Item 2 Engineers working the second shift shall receive a shift differential of fifteen (\$.15) cents per hour.
- Item 3 Engineers working the third shift shall receive a shift differential of twenty (\$.20) cents per hour.
- Item 4 Engineers working any shift which regularly includes one (1) or more Saturdays or Sundays shall be paid an additional fifteen (\$.15) cents per hour effective with the ratification of this Agreement.

Section N Overtime Pay

- Item 1 Time and one-half of the engineer's regular rate of pay 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 Work performed in excess of forty (40) hours in a workweek. Paid vacation days and accumulated sick leave entitlement will count toward the forty (40) hours.
- Item 2 Overtime work shall be distributed equally to engineers within the same job classification in the same building who have completed their probationary period. A continuous record of overtime hours charged to each engineer shall be posted on the department bulletin Board on a biweekly basis.
 - 2.1 On each occasion, the opportunity to work overtime shall be offered to the engineer within the job classification who has the least number of overtime hours credited at that time. If this engineer does not accept the assignment, the engineer will be charged for the overtime hours involved and the engineer with the next higher number of overtime hours credited shall be offered the assignment. This procedure shall be followed until the required engineers have been selected for the overtime work.
 - 2.2 Time and one-half and double time hours shall be computed to straight time hours in order to determine position on the rotation list.
- Item 3 An engineer not receiving Plant Security Pay or scheduled for regular work hours who is called to work on a Sunday shall receive two hundred (200%) percent of the regular hourly rate.

- Item 4 An engineer not receiving Plant Security Pay who is called to work on a holiday shall be paid in addition to holiday pay, a sum computed by multiplying the number of hours worked on the paid holiday by two hundred (200%) percent of the engineer's current hourly rate of pay.
- Item 5 Work performed before or after any scheduled eight (8) hour work shift shall be paid at the overtime rate.
- Item 6 Overtime shall not pyramid. An hour paid at an overtime rate for any reason shall not be counted to compute overtime for any other reason.
- Item 7 The Board supports the long-standing tradition in the District of an engineer's commitment to building and pride in the facility served. Therefore, it is the responsibility of the assigned engineer in charge of the building, assistant engineer, or relief engineer, whichever is appropriately designated by the Supervisor Plant Operation, to immediately respond to a plant security call by traveling to the building and performing proper security measures. In the event the assigned engineer cannot comply, the engineer may request to be relieved from this responsibility by making the request in writing to the Supervisor Plant Operation who will assign another engineer to the security responsibility of the building. In the event that the District establishes evidence that an assigned engineer cannot promptly respond, the engineer will be relieved of a security assignment and the Supervisor Plant Operation will assign another engineer to the security responsibility of the building.

Plant security includes services required due to breaking and entering, vandalism and failure or malfunction of any of the plant systems such as: building structure, heating system, electrical system, water and sewage or any other systems or components upon which the normal function of the building plant and ground site depend.

Engineers called to work at a time other than regular work hours for plant security shall be paid a minimum of three (3) hours at one hundred fifty (150%) percent of their regular hourly rate.

- Item 8 An engineer called to work for overtime activity other than plant security, as defined in Item 7 of this Section, shall be paid a minimum of three (3) hours at the overtime rate.
- Item 9 An engineer responding to an emergency telephone call involving plant security or another emergency within the engineer's assigned building that does not require the engineer to report for work shall be paid a minimum of one-half (1/2) hour at the overtime rate. Documentation of the emergency must be maintained on file at the engineer's office.

Section O Use of Personal Automobile

- Item 1 Engineers directed by their supervisor to use their personal automobile for school matters shall be reimbursed for mileage at the current Internal Revenue Service rate.

Section P Higher Classification Rate

- Item 1 An Engineer serving in a higher classification shall be paid at the rate of the higher classification.

Section Q Longevity

Longevity entitlement for engineers shall be as follows:

Amount	2008-09	Amount	2009-10	Amount	2010-11
	Hired Prior To		Hired Prior To		Hired Prior To
\$725	7/1/03	\$725	7/1/04	\$725	7/1/05
850	7/1/98	850	7/1/99	850	7/1/00
950	7/1/93	950	7/1/94	950	7/1/95
1050	7/1/88	1050	7/1/89	1050	7/1/90
1125	7/1/83	1125	7/1/84	1125	7/1/85

- Item 2 Employment must be on a continuous basis; longevity shall be paid the first pay ending in December.
- Item 3 The entitlement shall be a non-accumulative basis.
- Item 4 Engineers who retire (as defined in Article XII, Section G, Item 1) after June 30 and before the December longevity payment shall receive the earned longevity payment for the previous school year. Such engineers shall also receive a prorated longevity payment based on the months worked in the current school year from July 1 up to the date of retirement.
- Item 5 Engineers who retire (as defined in Article XII, Section G, Item 1) after receiving the December longevity payment shall receive a prorated longevity payment based on the months worked in the current school year from July 1 up to the date of retirement.
- Item 6 For purposes of pro-ration of longevity, the final month will count as a full month, provided the engineer has worked, received sick pay or vacation pay for all regular workdays through the 15th or later. Engineers who do not meet the preceding requirement shall not receive credit towards longevity for the month in which they retire.
- Item 7 An engineer who dies shall be entitled to the same longevity payments as an engineer who retires. Time on unpaid leave shall not be counted towards longevity.

Section R Wage Schedule

The wage schedule to take effect July 1, 2005 and to cover the period of employment through June 30, 2006.

Classification	Hourly
1. Engineer A and Coordinating Engineer	\$19.84
2. Engineer A in Training	\$18.62
3. Engineer B and Relief Engineer	\$18.39
4. Engineer B in Training	\$17.90
5. Engineer C and Relief C Engineer	\$17.42
6. Assistant Engineer	\$15.42

Master Agreement: Engineers 2008-2011

The wage schedule to take effect July 1, 2006 and to cover the period of employment through June 30, 2007.

Classification	Hourly
1. Engineer A and Coordinating Engineer	\$19.84
2. Engineer A in Training	\$18.62
3. Engineer B and Relief Engineer	\$18.39
4. Engineer B in Training	\$17.90
5. Engineer C and Relief C Engineer	\$17.42
6. Assistant Engineer	\$15.42

The wage schedule to take effect July 1, 2007 and to cover the period of employment through June 30, 2008.

Classification	Hourly
1. Engineer A and Coordinating Engineer	\$19.84
2. Engineer A in Training	\$18.62
3. Engineer B and Relief Engineer	\$18.39
4. Engineer B in Training	\$17.90
5. Engineer C and Relief C Engineer	\$17.42
6. Assistant Engineer	\$15.42

The wage schedule to take effect July 1, 2008 and to cover the period of employment through June 30, 2009.

<u>Classification</u>	<u>Hourly</u>
1. Engineer A and Coordinating Engineer	\$19.84
2. Engineer A in Training	\$18.62
3. Engineer B and Relief Engineer	\$18.39
4. Engineer B in Training	\$17.90
5. Engineer C and Relief C Engineer	\$17.42
6. Assistant Engineer	\$15.42

The wage schedule to take effect July 1, 2009 and to cover the period of employment through June 30, 2010.

<u>Classification</u>	<u>Hourly</u>
1. Engineer A and Coordinating Engineer	\$20.09
2. Engineer A in Training	\$18.85
3. Engineer B and Relief Engineer	\$18.62
4. Engineer B in Training	\$18.12
5. Engineer C and Relief C Engineer	\$17.64
6. Assistant Engineer	\$15.61

Section D Seniority

- Item 1 The first six (6) months of a new engineer's employment shall be a probationary period. A probationary engineer 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 engineer is not suited to the District's needs.
- Item 2 An engineer continued in employment for more than six (6) months shall have seniority rights within the bargaining unit. Such seniority shall be computed from the employment date as an engineer. An engineer shall be assigned to a position of eight (8) hours a day, forty (40) hours a week for forty (40) or more weeks in the work year. During the term of this Agreement, no engineer employed on the ratification of this Agreement shall have a work year less than fifty-two (52) weeks.
- Item 3 The principle of engineer seniority shall be applied to transfers and promotions in the bargaining unit when the engineers 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 three (3) consecutive days without notifying the Supervisor of Operations prior to or within such three (3) day period of a justifiable reason for such absence, if it was possible for such notice to be given;
 - 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, 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;
 - 4.5 Is laid-off for lack of work or funds for a continuous period equal to the seniority that the engineer had acquired in the bargaining unit at the time of the layoff or two (2) whichever is greater.
- Item 5 Engineers 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 engineer 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 engineer changing to another position within the District not included in the bargaining unit shall be granted all benefits and rights granted within the Agreement except that time outside the bargaining unit shall not be counted in the provision of seniority for transfer, promotion or layoff purposes.

Section E Advancements

- [Item 1 All engineers shall possess a boiler operator's license.]
- Item 2 The assistant engineer position is essentially a training position.
- 2.1 An assistant engineer shall have twelve (12) months from the date of hire to obtain a boiler operator's license or be reassigned to a position at the discretion of the Board.
- 2.2 An assistant engineer shall be performing satisfactorily or be reassigned to a position at the discretion of the Board.
- 2.3 The District is committed to develop and to implement appropriate training for assistant engineers including on site, including on site at Junior High Schools, and including off site.
- 2.4 Assistant Engineers must serve a probationary period of six (6) months before being considered for advancement.
- 2.5 An Assistant Engineer will be eligible for overtime after six (6) months.
- 2.6 2.4 and 2.5 above shall not apply to Assistant Engineers hired by the District prior to the effective date of this contract.
- [2.7 Advancements to classification of C, B and A shall be on the basis of engineer seniority provided that the minimum requirements for the classification are met.]
- Item 3 The wage rate will not go below the second shift assistant engineer rate regardless of shift assigned.

Section F Evaluation

An engineer shall receive a copy of a written evaluation by the immediate supervisor and/or principal each calendar year of employment. This evaluation shall be reviewed and signed by the engineer and the supervisor and forwarded to the appropriate Personnel Director. Engineer signature shall only indicate receipt of a copy. The engineer may attach comments to the evaluation form.

Section G Discipline and Discharge

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

The wage schedule to take effect July 1, 2010 and to cover the period of employment through June 30, 2011.

<u>Classification</u>	<u>Hourly</u>
1. Engineer A and Coordinating Engineer	\$20.39
2. Engineer A in Training	\$19.13
3. Engineer B and Relief Engineer	\$18.90
4. Engineer B in Training	\$18.39
5. Engineer C and Relief C Engineer	\$17.90
6. Assistant Engineer	\$15.84

Item 4 The hourly rates in Items 1-3 of this Section shall be subject to the following adjustments:

- 4.1 Engineers A who have been awarded an Associates' Degree shall receive an additional \$.36 per hour. Applicants for the position of Engineer A will be required to hold an Associates' Degree or to receive an Associates' Degree within two (2) calendar years from the date of their appointment.
- 4.2 Engineers who hold a High Pressure Boiler License shall receive an additional \$.24 per hour.
- 4.3 Engineers' overtime will be based on the adjusted hourly rate.

ARTICLE XIII FINGERPRINTING

All S.A.E. members will be reimbursed at 60% of the \$54.00 fee for fingerprinting cost, which equals \$32.40 to comply with PA 112 (Public Act 112). This is a one-time only non-precedent setting offer. In the event that the State reimburses the Pontiac School District, S.A.E. members will be reimbursed in full.

ARTICLE XIV DURATION OF THE AGREEMENT

Item 1 This Agreement incorporates the entire understanding of the Association 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, 2011.

- 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 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 July 1, 2008.

PONTIAC BOARD OF EDUCATION

Date 3 / 30 / 09

By 

President

Date 3 / 30 / 09

By Alma Bradley Patton

Secretary

**PONTIAC BOARD OF EDUCATION
SUPERVISORS ASSOCIATION OF ENGINEERS**

Date 3 / 4 / 2009

By 

President

Date 3 / 4 / 2009

By Don L. Brown

Secretary

LETTER OF UNDERSTANDING

During the term of this Agreement, the practice concerning Article XII, Section H, Item 8 will remain unchanged.

