

MASTER AGREEMENT

BETWEEN THE

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

AND

**THE UNITED SKILLED MAINTENANCE
TRADES EMPLOYEES/MEA/NEA**

2007-2011

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**MASTER AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF THE CITY OF PONTIAC
AND THE
UNITED SKILLED MAINTENANCE TRADES EMPLOYEES**

This Agreement is entered into this July 1, 2007, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and the United Skilled Maintenance Trades Employees, 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 representatives for consideration; items of concern to the Board 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 United Skilled Maintenance Trades Employees as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all Painters, Carpenters, Heating and

Ventilating employees, Electricians, Plumbers, Roofer-Masons, and Electronic Technicians, including journeymen, and apprentices in such classifications, exclusive of Foremen and Assistant Foremen, employed in the District.

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 will adopt alcohol and drug policy with the Association having the right to challenge the policy on the grounds of reasonableness for the first thirty days (30) 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 will adopt absenteeism and tardiness policy. The Association will have the right to file a grievance on behalf of any member who may face charges as a result of this 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 (10th) day after the thirtieth (30th) 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 (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 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 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 employee 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 as 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 During each year of this Agreement, fifteen (15) days or a total of one hundred twenty (120) hours of released time shall be granted to enable officers and/or designee up to a maximum of three (3) for the purpose of conducting Association business. Requests for released time used shall be made in writing and approved in advance by the appropriate personnel administrator.
- Item 8 During the life of this Agreement, fifteen (15) days or a total of one hundred (120) hours shall be granted the Association for the purpose of negotiations.

ARTICLE VI EMPLOYEE RIGHTS

- Item 1 Any case of assault, harassment, upbraiding, abuse, threatening or harming of or property loss by an employee as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the supervisor or his/her designee, with a written report to follow detailing the circumstances thereof. The Case supervisor or his/her designee, with a written report to follow detailing the circumstances thereof. The case shall be investigated and appropriate action taken when necessary to maintain safety and, where necessary the Board shall make its

legal counsel available to inform the employee of the employee's rights and obligations, including the right to secure their own counsel, with respect to such assault. The District shall promptly render all reasonable assistance to the employee and/or their counsel in connection with handling of the incident by law enforcement and judicial authorities. The employee will be notified when the investigation has been completed.

- 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 Association and the Board.
- 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 Work Week

- Item 1 The normal workday shall consist of eight (8) hours on the job exclusive of a one-half (1/2) hour uninterrupted lunch period.
- Item 2 The normal work week shall consist of forty (40) hours.
- Item 3 The time of lunch, or off period, may be determined by the immediate supervisor.
- Item 4 The first shift shall normally be from 7:00 a.m. to 3:30 p.m.
- Item 5 In the event an assignment cannot be accomplished within their required time frame by a USMTE bargaining unit member alone, the remaining members of USMTE will be given an opportunity to assist in the completion of the designated assignment before members of other bargaining units are offered the work.

Section B Rest Periods

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

ARTICLE VIII OTHER CONDITIONS OF EMPLOYMENT

Section A Safety Committee

A joint 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 be identified to the Board by August of each school year. The joint safety committee shall meet as often as necessary to review the problems involving safety concerns submitted by employees. Results from joint safety committee meetings shall be forwarded to the superintendent or designee.

Section B Health Requirements

Item 1 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.~~

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 seniority 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 rights within the bargaining unit. Such seniority shall be computed from the date of employment date in the unit.

Item 3 The principle of 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 three (3) consecutive days without notifying the appropriate supervisor prior to or within such three (3) day period of a justifiable reason for such absence, if it was possible for such notice to be given;

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 fifteen (15) years or three (3) years whichever is greater, provided that the laid off employee notify the district annually by June 30th of their current address and desire to return to work

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.

Section E Advancements

- Item 1 Within sixty (60) days following the completion of the six (6) month probationary period, an individualized schooling program shall be developed for employees classified as apprentices who are not enrolled in a recognized external apprenticeship training program. The District developed program shall provide the training needed for the apprentice to become a District journeyman and shall include a schedule for completion of the program. The District program shall be developed jointly by the employee's foreman, Executive Director Physical Plant Services, Union and Personnel Department. Until the requirements of the District or external program have been met, the employee shall remain classified as an apprentice.
- Item 2 An apprentice who qualifies as a journeyman upon completion of the training program and who can perform the duties of a journeyman can advance to a journeyman position providing there is a vacancy in the journeyman classification. If there is no vacancy, the apprentice shall become a journeyman no later than July 1 of the next fiscal year.

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 (3rd) year.
- Item 2 The evaluation process shall include up to three (3) 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 samples 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 and 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 Employee 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. If the employee disagrees with the evaluation he or she may attach a written response to the file copy of the evaluation document in question.

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 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 employee may be 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 the 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 most 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 fourteen (14) 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 via certified mail 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 apprentices shall be removed first from the affected department according to departmental seniority. When two (2) or more apprentices in the affected department have the same departmental seniority date, then the date of employment by the Board will determine the least senior employee(s) to be laid-off.

3.2 The necessary number of journeymen shall then be removed from the affected department according to classification seniority as a journeyman. A journeyman's classification seniority shall be determined by the date the employee was authorized for the journeyman classification plus one-half (1/2) credit for years served as an apprentice in the trade with the Board, if applicable. When two (2) or more journeymen in the affected department have the same classification seniority date, the date of employment by the Board will determine the least senior employee(s) to be laid-off.

Item 4 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid-off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed one (1) week shall be regulated by seniority application.

Section J Recall

Item 1 The laid-off employee shall be recalled in the reverse order of layoff. The most senior employee shall be recalled to the first opening in the classification from which the employee was laid-off. 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 any employee who fails to inform the Board of his/her intention to return to work within ten (10) calendar days after such notice 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 Is laid-off for lack of work or funds for a continuous period equal to fifteen (15) years or three (3) years whichever is greater, provided that the laid off employee notify the district annually by June 30th of their current address and desire to return to work.

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. Said administrator shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The administrator shall issue a written decision to the union president and the grievant within five (5) workdays after the hearing. 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 (1) 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 Thirteen (13) days per year (July 1 - June 30), of absence without loss of pay shall be allowed each 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, step child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent or grandchild.)
 - 1.3 Other reasons approved by the Personnel Department
- Item 2 After three (3) or more consecutive days of illness, a physician's written release may be required before the employee may return to work.
- Item 3 The unused portion of the annual sick leave shall accumulate for a maximum of 180 days.
- Item 4 An employee receiving Workers' Disability Compensation wages shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.
- Item 5 All sick leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed, except when the employee qualifies for reimbursement on retirement as provided in the Retirement Pay Section in Article XII.
- 5.1 In the event an employee dies while employed by the school District, the accumulated sick leave reimbursement to which the employee was entitled under Article XII, Section G shall be paid to the employee's heirs or estate on order of probate or family court.
- 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 Registration for approved courses when such registration cannot be accomplished at a time other than the employee's regular work hours.
 - 4.2 Religious holidays which require absence from work.
 - 4.3 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.
 - 4.4 Funerals, other than those provided under other Sections of this Agreement.
 - 4.5 Emergencies such as automobile accidents or home fires which require the employee's presence.
 - 4.6 Inclement weather that causes the close of schools, provided 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 in Item 4 of this Section may be submitted to the appropriate Personnel Director.

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 may 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 Human Resources 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 Human Resources Department no later than twenty (20) workdays after expiration of sick bank or the last day of work, as appropriate.

1.1.4 During this twenty (20) workday 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources 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 one (1) the leave procedures are not followed, two (2) a written request and appropriate certification for leave renewal is not made annually, or three (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 XI, Items 1.1 through 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 (1) 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 (1) 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 full family coverage policy for each full-time, eligible employee within the following framework:

Item 2. **Plan A**

2.1 Effective April 1, 2009 the Board shall provide health benefits MESSA Pak Choices II \$10/R20 Rx. 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.

2.2 Benefits shall allow for sponsored dependent rider(s) as permitted by the carrier, but shall be at the employee's expense.

2.3 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.

2.3.1 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.

2.4 Employees converting to the District health benefits policy shall be eligible for benefits in the first day of the month following the open enrollment period.

2.5 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.

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

Item 3 Plan B

- 3.1 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

Section B Life Insurance

The Board shall provide group life insurance which has a face value of \$35,000 and which provides double indemnity for accidental death or dismemberment for full-time employees who have completed their six (6) months District probationary period and who apply for such coverage. Such protection shall be in accordance with the requirements of the insurance carrier.

Section C Dental Benefits

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

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

Section D Liability Insurance

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

Section E 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 F Long-Term Disability Insurance

The Board shall provide a standard long-term disability coverage for employees who apply and who have completed the probationary period with payment of sixty (60%) percent of the employee's normal gross earnings not to exceed one thousand five hundred (\$1,500.00)

dollars per month after a waiting period of ninety (90) days. 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. Remuneration arising from grievance settlements shall not reduce the receipt of long-term disability benefits. The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

Section G Retirement Pay

An employee 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 employee's current rate at the time of retirement for the number of sick leave days the employee has accumulated, amount of pay not to exceed forty-two (42) days computed as follows: one-half (1/2) of the first forty (40) days in the sick bank plus one (1) day for each ten (10) remaining days, two (2) days for each ten (10) days in the sick bank between one hundred (100) and one hundred eighty (180) 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.

Section H Inclement Weather Day

Item 1 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 U.S.M.T.E. 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 U.S.M.T.E. employees 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 U.S.M.T.E. employees 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 2 The employee shall have one (1) additional vacation day added to the vacation entitlement certified on June 30 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	One vacation day earned
2nd snow day worked	No vacation day earned
3rd snow day worked	No vacation day earned
4th snow day worked	One vacation day earned

5th snow day worked	No vacation day earned
6th snow day worked	No vacation day earned

The pattern continues for all snow days worked.

Item 3 If an employee is on a scheduled or previously approved leave, it shall not affect their sick bank/vacation days for closures due to inclement weather.

Section I Vacation

Item 1 Six (6) days vacation with pay shall be granted to full-time employees 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 full-time employees 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 employee qualifies for 6 days vacation; November - 7 days; October - 8 days; September - 9 days; August - 10 days; and July - 11 days.

Item 3 Full-time employees with from one (1) to four (4) years of service shall receive eleven (11) days vacation with pay per year.

Item 4 Full-time employees with five (5) to fourteen (14) 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-three (23) days vacation is achieved after nineteen (19) years of service.

Years of Employment	Accumulated Vacation Days
5	13
6	14
7	15
8	16
9	17
10	18
11	19
12	20
13	21
14 through 18	22
19 or more	23

Item 5 Employees who qualify for eleven (11) days vacation or less shall take their vacation in no more than two (2) parts; for twelve (12) days or more vacation, in no more than three (3) parts; for sixteen (16) days or more vacation, in no more than four (4) parts, and twenty-one (21) days or more vacation, in no more than five (5) parts.

Item 6 Vacation days shall not be taken prior to being earned and certified in June with the following exceptions:

6.1 An employee entitled to fifteen (15) or more vacation days by June 30 may take a maximum of five (5) vacation days prior to vacation days being certified on June 30 between January 1 and the close of the regular school year. Such vacation days used are to be deducted from the number of vacation days to be certified on June 30.

6.2 The period, usually two (2) weeks, between the close of the regular school program and June 30 when paid vacation days are certified will be available for use as vacation days. Such vacation days used are to be deducted from the number of vacation days to be certified on June 30.

6.3 Vacation days must not interfere with the orderly and efficient operation of each department. Vacation days requested will be approved when no substitute is needed and when the work load is such that the employee's absence will not work an undue hardship on the Board.

Item 7 Vacation days earned and certified on June 30 of one year must be taken prior to June 30 of the following fiscal year.

Item 8 Employees shall not be reimbursed for earned vacation time which is not used. Exceptions may be made by the appropriate Personnel Director if serious extenuating circumstances exist.

Item 9 Earned vacation time is not accumulative; if earned vacation time is taken, it must be taken within the period specified in Items 6 and 7 of this Section.

Item 10 An employee who resigns with two (2) weeks notice or is discharged shall receive vacation time prior to the resignation prorated on the basis of vacation time earned for the current year only, or may receive vacation pay on the above basis at the termination date. The appropriate Personnel Director shall determine which option shall be exercised in terms of the District's needs.

Item 11 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 12 An employee who retires and qualifies for retirement benefits under the State Retirement plan shall receive vacation pay prorated on the basis of vacation time earned for the current year. The payment will follow procedures established by the State Retirement Board.

Item 13 The estate of an employee who dies while in the service of the Board shall receive vacation pay prorated on the basis of vacation time earned for the current year.

Section J Holidays

- Item 1 New Year's Day, Good Friday, *see letter of agreement, Monday after Easter, *see letter of agreement, Memorial Day, July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas, December 31, and the employee's birthday are holidays without loss of pay for the full-time employee providing the employee 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 employee was sick on the last workday prior to the holiday and/or the first workday after the holiday.
- Item 2 If a holiday falls on a 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 shall 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 shall be given a day off in lieu of ~~the holiday on a day determined by the Board. All employees 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 employee's current hourly pay rate times the number of hours in the normal workday.

Section K Tuition Reimbursement

- Item 1 The progress of the apprentice on related instruction shall be evaluated each anniversary of the apprenticeship by the foreman and reviewed by the Joint Apprenticeship Committee. If satisfactory progress has been made in both schooling and work experience, the full-time employee shall be reimbursed two-thirds (2/3) of the tuition expense for the previous year and shall receive full pay at straight time rate for all hours of school attendance as a part of the apprenticeship program requirements.
- Item 2 If satisfactory progress has been made in the helper's schooling and work experience, the full-time employee shall be reimbursed two-thirds (2/3) of the tuition expenses for the previous year.
- Item 3 A maximum of five hundred (\$500.00) dollars per year will be budgeted to reimburse full-time journeymen for tuition costs of courses taken related to position responsibility and approved in advance. Employees shall submit required information by June 30th. Payment will be made the following September for journeymen employed at that time. Payment will be prorated if the total claim exceeds five hundred (\$500.00) dollars.

- Item 4 Upon the request of a U.S.M.T.E. member and with the approval of the Director of Maintenance and Operations, a member may enroll in a pre-approved training or education program for the improvement of technical 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 or education program. Extraordinary expenses such as air fare, lodging, registration, excluding local mileage and expenses shall be reimbursed according to the out-of-District travel guidelines then in effect.
- Item 5 The Board will reimburse the cost of any license required for the job (example: electrician's license).

Section L Uniforms

- Item 1 Full-time employees who have completed their probationary period on or before June 30th shall be entitled to purchase two hundred seventy (\$270.00) dollars worth of uniforms at the Board's expense.
- Item 2 Full-time employees who complete their probationary period after June 30th but prior to January 1st shall receive fifty (50%) percent of the uniform allowance.
- Item 3 Employees shall receive the uniform allowance in June.
- Item 4 Employees in the bargaining unit shall be provided one hundred seventy-five dollars (\$175.00) annually toward the purchase of safety equipment. Employees are required to wear safety footwear.
- Item 5 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 immediate supervisor 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 immediate supervisor "arctic" or standard 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.

Section M U.S. Savings Bonds

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

Section N Shifts and Pay Differential

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

Section O 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 Work performed in excess of forty (40) hours in a workweek. Paid vacation days or accumulated sick leave entitlement will count toward the forty (40) hours.
 - 1.3 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 work.
- Item 2 Overtime pay for work done for organizations outside normal school activities in preparation for and operation of their projects on District property shall be at the building trade's rate.
- Item 3 An employee not scheduled for regular work hours who is called to work on a Sunday shall be paid two hundred (200%) percent of the regular hourly rate times the number of hours worked.

- Item 4 An employee called to work on a holiday shall be paid in addition to the holiday pay two hundred (200%) percent of the regular hourly rate times the number of hours worked.

- Item 5 Overtime work shall be distributed equally to employees working within the same classification. A continuous record of the overtime hours charged to each employee shall be posted on the department bulletin board monthly.
 - 5.1 On each occasion, the opportunity to work overtime shall be offered first to the employee within the job classification who has the least number of overtime hours at that time. If this employee does not accept the assignment, the

overtime hours involved shall be charged to the employee, and the bargaining unit member with the next higher number of overtime hours shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

Item 6 Overtime work shall be voluntary except in emergencies. There shall be no discrimination against an employee who declines to work overtime.

Item 7 An employee called to work at a time other than normal work hours shall be paid a minimum of three (3) hours at the overtime rate.

7.1 Hours worked on planned maintenance immediately before or immediately after the normal work hours shall not require the three (3) hour call-in pay.

Item 8 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 P Higher Classification Rate

A journeyman designated as a substitute foreman shall be paid at the foreman's base rate for the period during which the journeyman acts as foreman. Overtime worked while designated a substitute foreman will be calculated from the foreman base rate.

Section Q Wage Schedule

Item 1 The wage schedule for journeymen to take effect July 1, 2007, and to cover the period of employment through June 30, 2008 shall be as follows:

Classification	1	2	3	4	5
Electrician	20.00	20.20	20.39	20.59	20.80
Plumber	19.84	19.98	20.18	20.38	20.58
Roofer-Mason	19.84	19.98	20.18	20.38	20.58
HVAC	19.84	19.98	20.18	20.38	20.58
Carpenter	19.84	19.98	20.18	20.38	20.58
Painter	19.52	19.69	19.88	20.10	20.31
Electrician Technician	20.31	20.50	20.10	20.91	21.11

Item 2 The wage schedule for journeymen to take effect July 1, 2008, and to cover the period of employment through June 30, 2009 shall be as follows:

Electrician	20.00	20.20	20.39	20.59	20.80
Plumber	19.84	19.98	20.18	20.38	20.58
Roofer-Mason	19.84	19.98	20.18	20.38	20.58
HVAC	19.84	19.98	20.18	20.38	20.58

Carpenter	19.84	19.98	20.18	20.38	20.58
Painter	19.52	19.69	19.88	20.10	20.30
Electrician Technician	20.31	20.50	20.10	20.91	21.11

Item 3 The wage schedule for journeymen to take effect July 1, 2009, and to cover the period of employment through June 30, 2010 shall be as follows:

Classification	1	2	3	4	5
Electrician	20.25	20.45	20.64	20.85	21.06
Plumber	20.09	20.23	20.43	20.63	20.84
Roofer-Mason	20.09	20.23	20.43	20.63	20.84
HVAC	20.09	20.23	20.43	20.63	20.84
Carpenter	20.09	20.23	20.43	20.63	20.84
Painter	19.76	19.94	20.13	20.35	20.56
Electrician Technician	20.56	20.76	20.35	21.17	21.37

Item 4 The wage schedule for journeymen to take effect July 1, 2010, and to cover the period of employment through June 30, 2011 shall be as follows:

Electrician	20.55	20.76	20.95	21.16	21.38
Plumber	20.39	20.53	20.74	20.94	21.15
Roofer-Mason	20.39	20.53	20.74	20.94	21.15
HVAC	20.39	20.53	20.74	20.94	21.15
Carpenter	20.39	20.53	20.74	20.94	21.15
Painter	20.06	20.24	20.43	20.66	20.87
Electrician Technician	20.87	21.07	20.66	21.49	21.69

Item 4 Apprentices schedules shall be as follows:

4.1 Four-Year Apprenticeship Program

**Time Period Wage
On**

Employment 75% of journeyman hourly rate in effect, exclusive of longevity rates

At end of

6 months	77 ½% of journeyman hourly rate in effect, exclusive of longevity rates
12 months	80% of journeyman hourly rate in effect, exclusive of longevity rates
18 months	82 ½% of journeyman hourly rate in effect, exclusive of longevity rates
24 months	85% of journeyman hourly rate in effect, exclusive of longevity rates
30 months	87 ½% of journeyman hourly rate in effect, exclusive of longevity rates
36 months	90% of journeyman hourly rate in effect, exclusive of longevity rates
42 months	92 ½% of journeyman hourly rate in effect, exclusive of longevity rates

48 months 95% of journeyman hourly rate in effect, exclusive of longevity rates

4.2 Three-Year Apprenticeship Program

Time Period Wage

On

Employment 75% of journeyman hourly rate in effect, exclusive of longevity rates

At end of

6 months 78% of journeyman hourly rate in effect, exclusive of longevity rates

12 months 81% of journeyman hourly rate in effect, exclusive of longevity rates

18 months 85% of journeyman hourly rate in effect, exclusive of longevity rates

24 months 88% of journeyman hourly rate in effect, exclusive of longevity rates

30 months 91% of journeyman hourly rate in effect, exclusive of longevity rates

36 months 95% of journeyman hourly rate in effect, exclusive of longevity rates

Item 5 Operational employees who become apprentices and who previously received additional pay for credits earned in courses taken from institutions approved by the appropriate Personnel Director may transfer those courses applicable to their trade to the related instruction requirements. However, such apprentices cannot qualify for additional pay for non-related course work.

Section R Longevity

Item 1 The longevity entitlement for journeymen for the 2007-2008 school year shall be paid the first (1st) pay in December as follows:

<u>Amount</u>	<u>Hired Prior To</u>
\$ 750	7/1/2002
975	7/1/1997
1,075	7/1/1992
1,200	7/1/1987

Item 2 The longevity entitlement for journeymen for the 2008-2009 school year shall be paid the first (1st) pay in December as follows:

<u>Amount</u>	<u>Hired Prior To</u>
\$ 750	7/1/2003
975	7/1/1998
1,075	7/1/1993
1,200	7/1/1988

Item 3 The longevity entitlement for journeymen for the 2009-2010 school year shall be

paid the first (1st) pay in December as follows:

<u>Amount</u>	<u>Hired Prior To</u>
\$ 759.38	7/1/2004
987.19	7/1/1999
1,088.44	7/1/1994
1,215.00	7/1/1989

Item 4 The longevity entitlement for journeymen for the 2010-2011 school year shall be paid the first (1st) pay in December as follows:

<u>Amount</u>	<u>Hired Prior To</u>
\$ 770.77	7/1/2004
1,002.00	7/1/1997
1,104.76	7/1/1992
1,233.23	7/1/1987

ARTICLE XIII 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 and 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 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 contract 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 If either party desires to modify this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired.
- 2.3 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail.

PONTIAC BOARD OF EDUCATION

Date 3 130 1 09

By 
President

Date 3 130 1 09

By Alma Bradley Patton
Secretary

**UNITED SKILLED MAINTENANCE
TRADES EMPLOYEES**

Date 3 16 109

By Katherine Wintono
President

Date 3 16 109

By Eugene Jackson
Secretary

**Letter of Agreement
between
Pontiac Public Schools and the Pontiac United Skilled Maintenance Trades Employees
U.S.M.T.E.**

The parties in an effort to reach an amicable agreement over an issue defined below have agreed to the following:

1. This agreement is without precedent or prejudice and may not be used in any other forum or proceeding except to enforce the specific provisions of this agreement.
2. The parties agree to address the impact that the Oakland Schools Common Calendar has had on U.S.M.T.E. Collective Bargaining Agreement, Article XII, Section J, Holidays for the years: 2008-09, 2009-10, 2010, 11, 2011-12, 2012-13.
3. Further, the parties agree that each employee shall have the designated days listed below to be taken in lieu of specified Holidays that conflict with the Oakland Schools Calendar:

2008-2009	April 9, 2008
2009-2010	April 6, 2010
2010-2011	April 7 & 8, 2011
2011-2012	April 5, 2012
2012-2013	April 2, 2013

4. The parties agree that reference to the Holiday changes will be noted by an asterisk (*) within Article XII, Section J, and in the Table of Content, under Letters of Agreement.
5. The parties agree that in the event Oakland Schools (ISD) implements calendar changes that further impact U.S.M.T.E. members it will be subject to bargaining.

FINGERPRINTING

ALL USMTE 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, USMTE MEMBERS WILL BE REIMBURSED IN FULL.