

6/30/88

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

(Operation Employees)

1985-88

Pontiac School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

WESTERN AGREEMENT

MADE THIS 17th DAY OF

1900, at the City of New York, New York

AND

BEFORE ME, the undersigned authority, on this day personally appeared _____

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

(Operation Employees)

This Agreement is entered into this 19th day of December, 1985, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and Local 719 of the American Federation of State, County and Municipal Employees (AFL-CIO) and Council 25, hereinafter called the "Union," pursuant to Act 379 of the Michigan Public Acts of 1965.

ARTICLE I PURPOSE AND INTENT

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

the Union for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Union and the Board may be discussed.

ARTICLE II RECOGNITION

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

ARTICLE III BOARD RIGHTS

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

ARTICLE IV UNION AND EMPLOYEE RIGHTS

Section A Union Rights

(1) Nothing contained in this Agreement shall be construed to deny or restrict to any rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or applicable laws or regulations, and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Union to achieve these rights.

(2) The Union may use the District mail service and employee mail boxes for communication to employees.

The Union shall have the right to post notices of activities and matters of Union concern on employee bulletin boards, at least one of which shall be provided. The Union representative has the responsibility to maintain the bulletin board space assigned for Union use. All notices posted on this board must be signed by the Union representative if they are not identified from the Union. The rights granted herein to the Union shall not be granted or extended to any competing labor organization. A copy of any notice shall be forwarded to the Board on request.

(3) Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils, or special assignments of any District employees.

(4) The Union shall have the right to use the Board audio-visual equipment at reasonable hours when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

(5) The Union shall be permitted the use of school facilities for regular and special business meetings and for Union committee meetings, provided such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the district.

(6) On reasonable notice the Board shall provide the Union with copies of regularly prepared Board, County, State and Federal reports on information concerning the financial resources of the District including the annual financial reports and audits, preliminary and final budget documents including treasurer's reports, agendas and minutes of Board meetings, membership data, information on file in the personnel office on all employees: name, location, assignment, salary, experience level, rate of pay, sex, date of birth, as well as other recorded information that is readily available to assist the Union in representing employees. Restricted or confidential information pertaining to the evaluation of an employee's performance prior to employment in the District and Board evaluations contained in the personnel file shall not be available to the Union. The Union shall assume the cost of copies when only the original is available.

(7) In each fiscal year, the Union shall be granted released time not to exceed ten (10) days or a total of eighty (80) hours to enable officers and/or designated representatives to conduct business which pertains to the Union. Requests for released time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or the Personnel Department.

(8) The Union shall be granted released time not to exceed twenty (20) days or a total of one hundred sixty (160) hours to enable the Union negotiating team to participate in scheduled negotiation sessions with the Board during regular work hours. It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Toward this aim, the bargaining committee of the Union shall consist of no more than ten (10) members who are employees of the District or members of Michigan Council 25, AFSCME. The Board shall rely on the Union President to furnish the names of the committee members who are to represent the Union in bargaining sessions.

Section B Employee Rights

(1) Any case of assault upon an employee as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the Board or its designated representatives. The Board shall provide necessary legal counsel to advise the employee of the employee's rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

(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.

(3) Employees shall be provided copies of any material relating to the employee's attitude or performance on the job prior to the material being placed in the employee's personnel file.

(4) Each employee shall be given a copy of the Master Agreement.

ARTICLE V UNION SECURITY

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

(1) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(2) Employees hired after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following their probationary period.

(3) Employees hired prior to the effective date of this Agreement are required to become union members or pay a service fee as a condition of continued employment. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following their probationary period.

(4) Union members shall meet the conditions of this Article as long as they are no more than sixty (60) days in arrears in payment of membership dues or service fee. The Board shall be notified in writing by the Union of employees covered in Items 1, 2, and 3 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.

(5) Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for checkoff of dues or fee form or make a single payment for the full year dues directly to the Union treasurer. The Union will provide the Board with signed authorization for checkoff of dues or fee form, which will state the amount of dues or service fee to be deducted.

(6) The Personnel Department shall make available upon request to designated Union representatives information on: new employees hired, including their employment dates and location of assignments; employee terminations; and employees who return from leave.

(7) The Union shall assume the legal defenses of any suit or action against the Board regarding this

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Article. The Union further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject, however, to the following conditions: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Union, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Union's legal counsel has the authority to direct the defense of any lawsuit involving this Article; and the Union shall have the right to compromise or settle any claims made against the Board under this Agreement.

ARTICLE VI HOURS OF EMPLOYMENT

Section A Work Day and Work Week

(1) A full-time employee is defined in this Agreement as an employee assigned to a position of eight (8) hours a day, forty (40) hours a week for forty (40) or more weeks in the work year. The normal work day shall consist of eight (8) hours on the job plus one half (1/2) hour unpaid, uninterrupted lunch period.

(1.1) In the event the Board, due to financial limitations, establishes a seven (7) hour day for a full-time employee during the term of this Agreement, a full-time employee, for purposes of this Agreement, would be defined as an employee assigned to a position of seven (7) hours a day, thirty five (35) hours a week for forty (40) or more weeks in the work year.

(2) A part-time employee, for purposes of this Agreement, is defined as an employee assigned to a position of fewer than eight (8) hours a day or forty (40) hours a week for fifty-two (52) or fewer weeks in a work year.

(2.1) In the event the Board, due to financial limitations, establishes a seven (7) hour day for full-time employees during the term of this Agreement, a part-time employee for purposes of this Agreement, will then be defined as an employee assigned to a position of fewer than seven (7) hours a day or thirty-five (35) hours a week for fifty-two (52) or fewer weeks in a work year.

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(3) Part-time bus drivers shall have a minimum five and one-half (5 1/2) hour day during the regular school year (K-12 school calendar) for all days worked that school is in session. Exception to the five and one-half (5 1/2) hour day shall be: P.M. drivers, whose day shall be a minimum of four (4) hours; and drivers working on days when all Pontiac Schools are not in session, whose day shall be a minimum of three (3) hours. The Board can assign additional operational duties to meet the time minimums.

(4) Certain positions because of their nature (ex. school bus driver) require the employee filling the position to take a lunch, or off, period longer than the usual one-half (1/2) hour. The longer lunch, or off, period will be necessary when the interval between the beginning and completion of the responsibility for any one day exceeds 8 1/2 hours.

(5) The time of lunch, or off, period shall be determined by the immediate supervisor.

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

Section B Rest Periods

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

ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT**SECTION A Advancements**

(1) A new employee in the journeyman classification shall be on probation for four (4) months, by the end of which period the employee must have received a recommendation for continued employment from the appropriate Supervisor and appropriate Personnel Director in order to secure regular employment status.

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(2) Within sixty (60) days following the completion of the four (4) month probation period, an individualized schooling program shall be developed for employees classified as helpers. This program shall define the requirements for the helper to become a journeyman and will include a schedule for completion of the program related to the job. The program shall be developed jointly by the employee's foreman, appropriate Supervisor and the Personnel Department. Until the requirements of the program have been met, the employee shall remain classified as a helper.

(3) A helper who qualifies as a journeyman can only advance providing a journeyman vacancy exists.

(4) A helper who is at the maximum helper rate of pay (end of 12 months), who has four (4) years of experience as a helper with the Board and who has successfully completed the schooling program designed by the appropriate Personnel Director, shall be assigned the journeyman classification on July 1 of the next fiscal year.

(5) An apprentice who qualifies as a journeyman upon completion of the apprenticeship training program can advance to a journeyman position providing there is a vacancy in the journeyman classification. If there is no vacancy, the apprentice shall become a journeyman no later than July 1 of the next fiscal year.

(6) An employee, who after becoming an apprentice fails in the apprenticeship program, shall be reassigned to an operational position for which qualified. In the event such a vacancy does not exist, the employee shall be laid off. The employee shall be recalled to the first operational position for which he/she can qualify, providing that there is no recall list for that classification.

(7) Employees shall be placed at their current experience level in the new classification when promoted.

Section B Postings

(1) For the benefit of interested employees, full-time position openings shall be posted in all schools seven (7) calendar days prior to the filling of the vacancy. Postings shall indicate length of work year.

(2) Applicants shall be advised of how the position is

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filled within fourteen (14) days after the posting. A current employee awarded a position shall not serve a trial period. An employee going from less than eight (8) hours to eight (8) hours may or may not receive benefits immediately.

(3) Known summer runs shall be posted before the last day of school in June and awarded by job performance and attendance to senior drivers who apply.

Section C Transfers

(1) An employee is eligible for transfer if a position for which the employee is applying offers a better shift or more pay, with the following exceptions:

(1.1) A bus driver with two (2) years seniority may apply to transfer to a custodial position provided no other operational employee applies.

(1.2) Any request for a transfer within the same classification shall be honored prior to transfers from outside the classification.

(2) An employee, other than a bus driver, is eligible for transfer if serious extenuating circumstances exist.

(3) An employee, other than a bus driver, may request a transfer in the same classification to another building providing the employee has served in the employee's present building one (1) year or more.

(4) Selection of bus runs shall be made at the beginning of the school year.

(4.1) Drivers shall be notified of the bus run selection day(s) by a posted notice in the Transportation Building Lounge prior to the end of school. Certified drivers shall make their selection on the basis of seniority. Certified drivers not attending their scheduled selection day shall be assigned at the discretion of the Board.

(4.2) Special Education, Adult Education, Bilingual, Head Start, and other P.M. only drivers shall be given the option in June to select the same run for the following year in September. In the event the driver shall not select that run,

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the run shall be assigned by the Board, from senior drivers who request and qualify.

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

(5.1) After the original bus run selection at the beginning of the school year, drivers shall be eligible to transfer to another run only if the vacant bus run offers less or more time than the original run and if the employee has not transferred during that school year from the original run.

(5.2) Special Education, Adult Education, Bilingual, Head Start and other P.M. only runs shall not be posted, but shall be advertised. Drivers interested in being considered for these runs shall indicate so in writing to the Transportation Supervisor.

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

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

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

(8) Items 1, 1.1, 2, 3, 4.2, 5, and 7 of this Section are contingent upon an employee's job performance being satisfactory in the present position.

(9) Prior to the opening of school each year, a special meeting shall be held for the bus drivers to select the established regular 1-12 runs which compose a package. At least two week notification of the meeting shall be given. All nonappointive bus driving runs will be assigned by seniority bidding. Drivers absent from that meeting will be assigned to those packages that remain without bid at the end of the meeting. However,

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any driver unable to attend the special meeting for a reason acceptable to the supervisor will be allowed to delegate his/her bid to another driver who shall act as his/her agent. Such delegation shall be in writing.

Section D Seniority

(1) The first four (4) months of a new employee's employment shall be a probationary period. A probationary employee shall have no security status in the classification in which employed and may be discharged any time during the probationary period, if, in the Board's opinion, the employee is not suited to the District's needs.

(2) A full-time employee continued in employment for more than four (4) months shall have seniority rights within the bargaining unit; such seniority shall be computed from the date of employment. A part-time employee continued in employment for more than four (4) months shall have seniority rights within the employee's current classification only, with the exception of Article VII, Section C, Item 1.1.

(3) The principle of seniority shall be applied to transfers and promotions when the employees involved have attained similar levels of qualifications for the following positions: Grounds Journeyman, Auto Mechanic Journeyman, Warehouse Clerk, Helper and Apprentice.

(4) The principle of seniority shall be applied to transfers and promotions for the following positions: Custodian, Bus Driver, Truck Driver and Laborer.

(5) Seniority shall not be interrupted by reason of transfer, promotion, sick leave, or Leave of Absence authorized by the Board. Seniority shall not be interrupted by reason of layoff except as noted in the Recall Section of this Article.

(6) An employee's seniority shall terminate if he/she:

(6.1) Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;

(6.2) Is absent from work for three (3) consecutive days without notifying the supervisor prior to or within such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given;

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- (6.3) Following a layoff for lack of work or funds, he/she fails or refuses to notify the Board of his/her intention to return to work within fourteen (14) calendar days after written notice, sent by certified mail of such recall, is sent to his/her last address on record with the Board or, having notified the Board of his/her intent to return fails to do so within fourteen (14) calendar days prior to such notice is sent or upon the day established by the Board for his/her return, whichever is later;
- (6.4) Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he/she presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation;
- (6.5) Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee has acquired in the bargaining unit at the time of layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this Agreement.
- (6.6) Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.
- (7) Employees entering the Armed Forces shall accumulate seniority during their period of military service and shall be reinstated upon their release from service in a position equal to the one formerly held.
- (8) The Board shall maintain an up-to-date seniority list at all times and make this list available to the Union upon request.
- (9) An employee changing to a District supervisory position not included in the bargaining unit and thereafter returning to a position within the bargaining unit shall be granted all benefits and rights granted within this Agreement except that time outside the bargaining unit shall not be counted in the provision of seniority for transfer, promotion, or layoff purposes.

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Section E Health Requirements

(1) New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.

(2) Current employees shall furnish annual or triannual proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.

(3) Bus drivers shall be required to pass physical examinations necessary to fulfill state or program licensing requirements. Cost of such examinations shall be borne by the Board.

(4) In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

Section F Discipline

(1) Disciplinary action shall include oral reprimand, written reprimand, suspension, and dismissal. Suspension and dismissal shall be only by official notification by the Personnel Department. The Union shall be notified of a suspension or dismissal the same day as the employee; however, the Union shall be notified five (5) days in advance of the discharge where practical.

(2) The purpose of discipline is to correct inappropriate behavior or performance. No employee shall be disciplined without just cause.

(3) Discipline shall occur if the employee fails to perform the duties required of the position or demonstrates inappropriate behavior.

(4) The employee may request, and if requested, shall have Union representation present when being disciplined or discharged, except for oral reprimands. The employee shall be told an oral reprimand is being administered.

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(5) Any disciplinary action shall be done in privacy and in a discreet manner.

(6) If reversal of any disciplinary action occurs, the employee shall not be subjected to prejudice or loss of pay or other benefits including seniority.

(7) The Board retains the right to dismiss an employee for insubordination, failure to perform duties properly, neglect of duty, improper conduct, or incapability.

(8) In lieu of dismissal, the Personnel Director may suspend an employee without pay for a period not to exceed five (5) work days.

(9) After an eighteen (18) month period of satisfactory service, all written reprimands in an employee's file shall not be used against the employee in further disciplinary action and promotions or transfers.

Section G Safety

(1) A safety committee shall be established to develop and report to the Safety Supervisor recommendations which will improve the safety of the working conditions of employees. Two (2) members selected by the Union shall serve on the safety committee. The safety committee shall meet as often as necessary to review the problems involving safety submitted by employees.

(2) Bus drivers, when filling out repair orders or notices, shall in return get a notice back stating what was fixed before the bus can be driven.

Section H Evaluation

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

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Section I Layoff

(1) Reductions in the work force shall be affected through the following procedures:

(1.1) The necessary number of part-time employees in the affected classification shall be immediately laid off.

(1.1.1) For purposes of layoff, relief bus driver and bus driver are the same classification.

(1.2) The necessary number of less senior full-time employees shall be laid off in the affected classification.

(1.3) Any less senior full-time employee who is so removed shall be able to exercise seniority rights to bump according to the following rules:

(1.3.1) Any full-time operational employee can bump into laborer positions, if he/she is more senior;

(1.3.2) Any full-time journeyman can bump into a helper position in his/her classification, if he/she is more senior;

(1.3.3) Any full-time truck driver/relief bus driver can bump into truck driver or bus driver positions, if he/she is more senior;

(1.3.4) Any full-time operational employee can bump into a regular bus driver position, if he/she has held such a position previously, can requalify for that position, and is more senior;

(1.4) An employee who has bumping rights as set forth in Item 1.3 of this Section shall have the right either to exercise the bump or to accept the layoff until recalled. The employee shall sign a waiver to this effect.

(1.5) Less senior employees who remain unplaced after the reduction in the required classifications and bumping is completed shall be laid off.

(1.6) When necessary for two (2) or more part-time employees to be laid off within a classification,

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the date of employment by the Board will determine the part-time employee(s) to be laid off. However, part-time employees have no rights to bump as set forth under Item 1.3 of this Section.

(1.7) The above layoff procedure does not apply to the normal reduction of work force during time school is not in session.

(2) Employees to be laid off will be given at least fourteen (14) calendar days advance notice of the layoff except when the layoff is caused by circumstances beyond the Board's control. Copies of layoff notices shall be sent to the Union on the same date the notices are issued to employees.

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

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

Section J Recall

(1) The laid off employee shall be recalled in the reverse order of the layoff. The most senior employee shall be recalled to the first opening in the classification from which the employee was laid off, or, if the employee had bumped down from the original position in the reduction of the work force before being laid off, to such original position. Recall shall be by written certified letter, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within fourteen (14) calendar days after the date of delivery or proof of non-delivery, the Board may discharge an employee who fails to inform the Board of his/her intention to return to work within fourteen (14) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return whichever is later.

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(2) Seniority shall be broken and employment terminated if the employee fails to return to work when recalled from layoff as set forth in Item 1 of this Section unless an explanation for the absence and lack of notice is given which is acceptable to the Board.

(3) The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or one (1) year, whichever is greater. This item shall not apply to employees laid off prior to the ratification of this Agreement.

Section K Retirement

An employee must retire by the employee's 70th birthday.

Section L Sub Contracting

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

ARTICLE VIII GRIEVANCE PROCEDURE**Definition**

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

Informal Appeal

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

Level One

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

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Level Two

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

Level Three

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

Level Four

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

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

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

Union Representation

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

Exception

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

Time Limits

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

ARTICLE IX PAID LEAVE

Section A Sick Leave

(1) One half (1/2) day per pay period absence without loss of pay shall be allowed each full-time employee each year in case of certified illness for the following reasons:

(1.1) Personal illness, injury or disability.

(1.2) Serious illness, injury or disability in the immediate family (mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

(1.3) Serious illness, injury or disability in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.

(1.4) Death in the family. (See Article IX, Section A, Item 1.1)

(1.5) Other reasons approved by the Superintendent of Schools.

(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.

(3) Beginning July 1, 1980, the unused portion of the annual sick leave shall accumulate without limit. Accumulation from 120 to 180 days shall take place after July 1, 1968.

(4) An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which Compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

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

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Section B Approved Leave Days

(1) Three (3) days of each school year may be used by full-time employees as Approved Leave days.

(2) Approved Leave days shall be deducted from accumulated sick leave.

(3) Approved Leave days shall not be cumulative.

(4) Approved Leave days may be used for the following reasons:

(4.1) Registration for approved courses when such registration cannot be accomplished at a time other than the employee's regular work hours.

(4.2) Religious holidays which require absence from work.

(4.3) Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.

(4.4) Funerals, other than those provided under other Sections of this Agreement.

(4.5) Emergencies such as automobile accidents or home fires which require the employee's presence.

(4.6) Inclement weather that causes the close of schools; provided that there is demonstrated evidence of the employee's sincere effort to report for duty.

(5) Requests for Approved Leave for reasons other than those specified above may be submitted to the appropriate Personnel Director.

Section C Approved Military Leave

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

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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.

ARTICLE X LEAVE OF ABSENCE WITHOUT PAY

(1) Leaves of absence without pay may be authorized for all employees upon the recommendation of the appropriate Personnel Director as follows:

(1.1) Certified personal illness, injury or disability.

(1.1.1) To apply for such leave, a request must be presented in writing to the appropriate Personnel Director accompanied by proof of personal illness, disability, or quarantine which has been certified by the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition.

(1.1.2) To return from such leave, the employee shall immediately notify the Board in writing of termination of the illness, disability, or quarantine, indicate anticipated return to work date, and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

(1.2) Serious illness in the immediate family (mother, father, spouse, child, sister, brother, grandparent, or in-law).

(1.2.1) To apply for such leave a written request must be presented to the appropriate Personnel Director accompanied by proof of illness by an appropriate authority to certify it is necessary for the employee to attend to the family needs.

(1.3) Death in the family.

(1.3.1) To apply for such leave, written request must be presented to the appropriate Personnel Director accompanied by proof by an appropriate authority to certify it is

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necessary for the employee to attend to the family needs.

(1.4) Union representation

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

(2) To be eligible for a leave of absence for the reasons of Items 1.2, 1.3, 1.4, and 1.5, an employee must have been employed at least two (2) years. To be eligible for a leave of absence for the reasons of Items 1.1, and employee must have been employed at least one (1) year.

(3) An employee who qualifies for a leave of absence shall submit a written request, accompanied by appropriate documentation, to the appropriate Personnel Director no later than four (4) calendar weeks after expiration of sick bank, or the last day of work, as appropriate. During this four (4) calendar week period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:

(3.1) Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate.

(3.2) Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than once per week, and more often if appropriate. If an employee fails to make such a reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty or apply for a leave of absence prior to the expiration of the four (4) calendar week period, such failure shall be considered a voluntary quit.

(3.3) Four (4) additional weeks will be added to this time period for part-time bus drivers if the driver provides a physician's certification that the reason for the absence is personal illness or disability. Vacation periods will be counted for

purposes of this Article.

(4) Leave of absence 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 a written request for leave renewal, accompanied by appropriate documentation, is not made annually or the employee fails to report as available for duty at the expiration of the leave of absence, or the employee fails to notify the Board when the unpaid leave reason no longer exists, or the leave procedures are not followed.

(5) A position will be guaranteed on return from a leave of absence according to the following provisions:

(5.1) If a full-time employee returns from a leave of absence before the end of the fiscal year in which the leave was granted, that employee shall be assigned to a full-time position in the same classification held prior to the leave. The Board and the Union understand that to meet the provisions of this Item, the Board may staff the position on a temporary basis, which may include a temporary posting.

(5.2) If a part-time employee returns from leave of absence in the same fiscal year in which the leave was granted, that employee shall be assigned to a part-time position in the same classification held prior to the leave. Every effort shall be made to assign the employee the same number of hours held prior to the leave. The Board and the Union understand that to meet the provisions of this Item, the Board may staff the position on a temporary basis which may include a temporary posting.

(5.3) If a full-time or part-time employee returns from a leave of absence after the end of the fiscal year in which the leave was granted, the Board shall make every effort to return the employee to the original classification or one commensurate to training or experience.

(5.4) If necessary, the least senior employee shall be laid off to provide an opening required in this Section.

(6) Employees who have completed the probationary period, but who are ineligible for a leave of absence as described in this Section, shall be entitled to a

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four (4) calendar week period (except as indicated in Item 3.3 of this Section) after expiration of sick bank, or the last day of work, as appropriate, during which period the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:

(6.1) Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick days or the last day of work, as appropriate.

(6.2) Makes a reasonable effort to keep the immediate supervisor informed of the most likely date of return to work by telephone calls made no less frequently than once per week, and more often if appropriate. If an employee fails to make such a reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty prior to the expiration of the four (4) calendar week period, such failure shall be considered a voluntary quit.

ARTICLE XI ECONOMIC BENEFITS

Section A Health Benefits

(1) The Board shall pay the health and hospitalization benefit premium up to full family coverage for each eligible employee within the following framework:

(1.1) The health benefits shall be those available under the School District of the City of Pontiac Health Benefit Plan II. (See plan booklet attached to the original copy of the Agreement.)

(1.2) Benefits shall allow for sponsored dependent rider(s) available with the School District of the City of Pontiac Health Benefit Plan II which shall be at the employee's expense.

(1.3) Employees hired on or after February 1, 1983 shall become eligible for benefits on the first day of the month following the first day worked.

(1.3.1) If the employee is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first day

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the employee is actively at work.

(1.4) Employees converting to the School District of the City of Pontiac Health Benefit Plan II shall be eligible for benefits on the first day of the month following the open enrollment period.

(2) An employee may only be covered by one (1) school district provided policy. If an employee is covered by a policy not provided by the district, the employee will be offered enrollment in the school district's health benefit plan.

(2.1) The School District of the City of Pontiac Health Benefit Plan II shall coordinate benefits with all other group or individual plans insuring the employees and their families.

(3) The Board guarantees health benefit coverage equivalent to the coverage under Blue Cross/Blue Shield MVFII-Master Medical with Rider ML as of February 1, 1983.

Section B Life Insurance

(1) Upon submission of written application the Board shall provide to operations employees term life insurance protection in the amount of \$16,000 (\$13,000, effective July 1, 1986 and \$21,000, effective July 1, 1987) that shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and dismemberment and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with ADEA guidelines.

(2) To become eligible for the term life benefit, employees must be at work and able to perform all required duties on the day the benefit becomes effective.

(3) Employees who have board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.

(4) The term life insurance program shall be provided

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within the underwriting rules and regulations as set forth by the carrier in the master agreement held by the policyholder.

Section C Dental Benefits

(1) The Board shall provide dental benefits for employees who apply. Employees shall be provided 80% payment of basic dental services, 80% payment of prosthodontic services with a \$1,000 maximum per eligible family member per year, and 80% payment of orthodontic services with a \$1,200 maximum per eligible family member.

(2) The dental plan shall provide for both internal and external coordination of benefits and shall be implemented in accordance with the rules and regulations of the provider.

Section D Long Term Disability Insurance

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

(2) Duration of long term disability insurance coverage shall be as follows:

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

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Section E Optical Plan

The Board shall provide employees who apply a group optical plan. Should the cost of the coverage exceed \$50.00 per employee per year the employee shall pay the increased cost. The Board and the Union shall jointly determine the specifications of such coverage.

Section F Liability Insurance

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

Section G Vacation

(1) Six (6) days vacation with pay shall be granted to new full-time employees in 52 week positions with six (6) month service. Service must begin prior to January 1 of the year in which the vacation is to be taken.

(2) Vacation for full-time employees in 52 week positions with service from six (6) months to one (1) year shall be according to the month of employment in the year in which the vacation is to be taken. If the date of employment occurred during December, then the employee qualifies for 6 days vacation; November - 7 days; October - 8 days; September - 9 days; August - 10 days; and July - 11 days.

(3) Full-time employees in 52 week positions with from one (1) year to four (4) years of service shall receive eleven (11) days vacation with pay per year.

(4) Full-time employees in 52 week positions with five (5) to fourteen (14) years of service shall be granted one (1) additional day per year beyond the eleven (11) days vacation until a maximum of twenty-one (21) days vacation is achieved after fourteen (14) years of service. With five (5) years of service, the employee qualifies for twelve (12) days vacation; 6 years--13 days; 7 years--14 days; 8 years--15 days; 9 years--16 days; 10 years--17 days; 11 years--18 days; 12 years--19 days; 13 years--20 days; and 14 years or more--21 days, 20 or more years--22 days.

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(5) Full-time employees whose normal work year is less than 52 weeks, shall receive prorated paid vacation days according to the number of weeks in their work year. The vacation entitlement for these employees shall be taken in work weeks when students are not in school and during the work year in which the days are earned.

(6) Full-time employees in 52 weeks positions who qualify for 11 days vacation or less shall take their vacation in no more than two (2) parts; for 12 days or more vacation in no more than three (3) parts; and for 16 days or more vacation in no more than four (4) parts.

(7) Normally, full-time employees in 52 week positions shall take vacations when school is not in session. A special vacation request not to exceed one (1) week may be granted by the supervisor when a qualified substitute can be secured and the employee is senior to others requesting the same date. Exceptions to the one (1) week special vacation request may be made by the supervisor when no substitute is needed and when the work load is such that an employee's absence will not work undue hardship on the District.

(8) Special vacation requests must be submitted to the supervisor for approval thirty (30) days prior to the requested vacation period. The employee shall be notified of approval or disapproval not less than two (2) weeks prior to the requested vacation period.

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

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

(10) Operations employees shall have one (1) additional vacation day added to the vacation entitlement certified on June 30 of that fiscal year for every three (3) days which the employees work when all schools are closed for inclement weather. Drivers will not be required to report on day when all schools are closed and shall not be paid. Drivers will be rescheduled for additional days required at the end of

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the school year.

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

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

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

(14) When a paid holiday falls in an employee's work paid vacation week, the paid holiday shall not be charged as a paid vacation day.

(15) An employee who retires and qualifies for retirement benefits under the state retirement plan shall receive vacation pay prorated on the basis of vacation time earned for the current year. The prorated vacation pay will be paid upon presentation of a Michigan Retirement Board card to the Personnel Department.

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

Section H Holidays

(1) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Good Friday, Monday after Easter, December 24, Christmas, and December 31 are holidays without loss of pay provided the two following conditions are met: (1) the full or part-time employee works the last scheduled day prior to the holiday and the first scheduled day after the holiday unless excused through legitimate illness; the Board reserves the right to require a physician's statement certifying the employee's illness on those days; (2) the holiday falls in a regularly

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assigned work week.

(1.1) In addition to the above holiday schedule, part-time bus drivers shall receive the last day of the first semester and Christmas Day as paid holidays.

(2) If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. (If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session.) If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. (If Friday is already a holiday, then the following Monday shall be a holiday if school is not in session.) If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees shall not receive the same day but shall be scheduled based on the District's needs.

(3) The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the normal work day.

Section I Pay Above Schedule--Approved Schooling Hours

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

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

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

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

two years approved by the appropriate Personnel Director.

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

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

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

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

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

Section J Tuition Reimbursement

(1) \$1,000.00 shall be provided to reimburse employees for tuition costs for courses completed during the period July 1 through June 30. The procedure outlined below shall be followed in administration of this reimbursement program.

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(1.1) Courses completed must be in an institution approved in advance by the appropriate Personnel Director and related to the employee's service to the District.

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

(1.3) Employees shall be entitled to receive full reimbursement of tuition costs providing that the appropriation of \$1,000.00 each year is sufficient to meet all claims. In the event that the cost of the claims exceeds the appropriation, reimbursement shall be made on a pro rata basis.

(1.4) Credits received under the tuition reimbursement plan shall be applied on the pay above schedule for approved schooling hours.

Section K Uniforms

(1) Except for bus drivers, employees who have completed their four (4) month probationary period on or before June 30 of the previous year and who MIOSHA requires to wear safety shoes shall be entitled to purchase \$150.00 per year (\$160.00 effective 1986-87 and \$165.00 effective 1987-88) worth of uniforms at the Board's expense. Mechanics shall be entitled to an additional ten dollars (\$10.00) per year. Bus drivers, who have completed their four (4) month probationary period on or before June 30 shall be entitled to purchase \$100.00 per year worth of uniforms at the Board's expense.

(2) Employees who complete their probationary period after June 30 but prior to January 1, shall be entitled to purchase 50% of the Item I amount per year worth of uniforms at the expense of the Board.

(3) Employees shall receive the uniform allowance for the 1983-84 fiscal year upon ratification of this Agreement. Employees shall hereafter receive the uniform allowance in October of the fiscal year.

(4) All garments (shirts, blouses, slacks, trousers, shoes, belts, socks, jackets, caps, and gloves) must be

purchased in a uniform department.

(5) The Board and the Union recognize that with a uniform allowance, the need for neatness and uniformity of dress is necessary. Both parties shall adhere to and support the following policies for employees:

(5.1) All garments (shirts, blouses, slacks, trousers, shoes, belts, socks, jackets, caps, and gloves) must be of the approved type and color. Corduroy may be worn instead of the normal cotton.

(5.2) All employees shall wear dark (navy) blue uniforms.

(5.3) Slacks, trousers, jackets and caps shall match in color; shirts and blouses shall match the slacks, trousers, jackets and caps or be light blue. Through June 30, 1981, part-time bus drivers may wear slacks or trousers which do not match the remainder of the uniform provided the slacks or trousers are neat and are coordinated with the blouse or shirt. Effective July 1, 1981, part-time drivers shall wear dark blue uniform slacks or trousers.

(5.4) Shirts and blouses shall be collared. A plain t-shirt type blouse or shirt which shows may be worn under the collared blouse or shirt so long as it is light blue or dark blue and appears to match the remainder of the uniform. T-shirts may be worn in lieu of the uniform shirt or blouse while doing outside work during the summer or in the building when teacher staff, parents, pupils, and outside groups or organizations are not present.

(5.5) Sweaters may be worn over the collared blouse or shirt as long as the sweater is plain dark (navy) blue or light blue and appears to match the remainder of the uniform. Zipped sweatshirts may not be worn instead of jackets. If the sweatshirt does not show, it may be worn under the approved jacket.

(5.6) Grounds employees and auto mechanics may purchase blue overalls in lieu of blue trousers or slacks.

(5.7) Long or short-sleeved shirts or blouses may be worn but long-sleeved shirts or blouses should not be rolled above the elbow. Shirts and blouses

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must be plain. Lace, embroidery, stripes and other decorations are not approved.

(5.8) Faded and threadbare uniforms should not be worn.

(5.9) The wearing of a belt is preferred to the wearing of suspenders.

(5.10) Sample uniforms are on display at the Service Center site and should be viewed by each employee prior to purchase of uniforms. Uniforms shall be of the same basic style and color as those on display.

(6) Employees, except part-time bus drivers, shall be required to wear safety shoes. All employees working any part of the day in the warehouse, operating mowers or snow blowing equipment, and any other employees required to wear safety shoes by MIOSHA shall be required to wear safety shoes.

(7) Full-time Auto Mechanic Journeymen, Truck Drivers, Grounds Journeymen, Auto Mechanic Helpers, Grounds Helpers, Grounds Laborers and Auto Mechanic Laborers shall be provided a Carhart insulated jacket and bib overalls for use at the worksite. It shall be the employee's responsibility for the proper care and cleaning of the jacket and overalls, which shall be replaced by the Board on a normal wear out basis at least every two (2) years. Those employees provided with Carharts will be provided individual rain gear.

(8) Should name and job classification emblems or patches be purchased by the Board, they shall be required to be worn by the employee.

Section L Savings Bonds

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

Section M Attendance Incentive

Effective January 1, 1981, part-time bus drivers who have perfect attendance from January 1 through December 31 shall receive an attendance incentive on the last pay ending in December. The incentive shall be \$100.00

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for perfect attendance, \$75.00 for not more than one (1) absence, \$50.00 for not more than two (2) absences, or \$25.00 for not more than three (3) absences. An absence for purposes of this Section is defined as a partially or fully missed A.M. or P.M. run. No more than one (1) absence may be charged per day.

Section N Shifts and Pay Differential

(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.

(2) Effective upon ratification of this Agreement, employees working the second shift shall receive a shift differential of eighteen (18) cents per hour.

(3) Effective upon the ratification of this Agreement, employees working the third shift shall receive a shift differential of twenty-four (24) cents per hour.

Section O Overtime Pay

(1) Time and one-half of the employee's regular rate of pay shall be paid for work under any of the following conditions:

(1.1) Work performed by full-time employees and part-time custodians in excess of eight (8) hours in any work day.

(1.2) Work performed by full-time employees and part-time custodians in excess of forty (40) hours in any work week.

(1.2.1) A full-time employee shall not be affected by the provision of Item 1.2 of this Section when the forty (40) hours in a work week are affected by the use of paid vacation days or accumulated sick leave entitlement.

(1.3) Work other than regular assigned runs, performed after 5:00 P.M. and on Saturday by part-time bus drivers (except new drivers in training) regardless of regular hours worked. Regular assigned runs are defined to include the normal work hours of a part-time bus driver on a daily basis.

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

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

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

(3) All bus drivers and relief bus drivers shall be placed on a rotation list for overtime and extra time which starts after school is dismissed and during weekends. A separate list of day time extra time runs shall be used for those drivers who are available during the day and who, by September 10 of each year, request their names be placed on the list. For the purpose of this section, overtime shall be hours worked after 5 P.M., the end of the work day for the transportation department, or hours in excess of eight (8) hours in a driver's work day. Overtime will be assigned by seniority rotation, the highest seniority driver being assigned first and continuing on to the least senior driver. Once all drivers on the list have had an opportunity to work overtime based on seniority, the assignment of overtime will begin again with the most senior driver. Each year the rotation list will begin on the first day for students where it left off on the last day for students in June. Drivers who are not interested in overtime assignments must so state in writing to the Supervisor Transportation Management at the beginning of each work year.

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

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

(4) An employee not scheduled for regular work hours who is called to work on a Sunday shall receive 200 percent of the regular hourly rate.

(5) An employee 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 200 percent of the employee's current hourly rate of pay.

(6) Work performed before or after any scheduled eight (8) hour work shift shall be paid for at the overtime rate.

(7) Overtime shall not be pyramided. An hour paid at an overtime rate for any reason shall not be counted to compute overtime for any other reason.

(8) An employee called to work for any overtime activity shall be paid a minimum of three (3) hours at the overtime rate.

(9) A foreman shall receive overtime to engage in work activities routinely performed by an employee under the foreman's supervision only when at least one (1) such employee is assigned an equal amount of overtime.

Section P Higher Classification Rate

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

Section Q Retirement Pay

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

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by the Retirement Board to the retiree shall be sufficient to receive retirement pay.

Section S Cost of Living

(1) Each employee covered by this Agreement shall receive a semi-annual cost of living adjustment as herein provided.

(2) The documentation to be used in determining the adjustments shall be the Consumers Price Index as published by the Bureau of Labor Statistics for the Detroit area for urban wage earners and clerical workers with the base year of 1967=100.

(3) The cost of living adjustments shall be made as follows:

(3.1) Adjustment Number One (1) shall be made effective at the end of the first payroll period ending date in January, 1981, and shall be in force through June 30, 1981. The amount of adjustment shall be one (1) cent/hour for each .4 rise of one (1) index point in the C.P.I. for the period of July, 1980, through December, 1980. The method of computation is noted in Item 6 of this Section.

(3.2) Adjustment Number Two (2) shall be made effective at the end of the first payroll period ending date in July, 1981, and shall be in force through the last payroll period ending date in December, 1981. The amount of adjustment shall be one (1) cent/hour for each .4 rise of one (1) index point in the C.P.I. for the period of January, 1981, through June, 1981. The method of computation is noted in Item 6 of this Section.

(3.3) Adjustment Number Three (3) shall be made effective at the end of the first payroll period ending date in January, 1982, and shall be in force through June 30, 1982. The amount of adjustment shall be one (1) cent/hour for each .4 rise of one (1) index point in the C.P.I. for the period of July, 1981, through December, 1981. The method of computation is noted in Item 6.3 of this Section.

(3.4) Adjustment Number Four (4) shall be made effective at the end of the first payroll period ending date in July, 1982, and shall be in force

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through the last payroll period ending date in December, 1982. The amount of adjustment shall be one (1) cent/hour for each .4 rise of one (1) index point in the C.P.I. for the period of January, 1982, through June, 1982. The method of computation is noted in Item 6.3 of this Section.

(3.5) Adjustment Number Five (5) shall be made effective at the end of the first payroll period ending date in January, 1983, and shall be in force through June 30, 1983. The amount of adjustment shall be one (1) cent/hour for each .4 rise of one (1) index point in the C.P.I. for the period of July, 1982, through December, 1982. The method of computation is noted in Item 6.3 of this Section.

(4) The maximum adjustment to be made for each of Items 3.1, 3.2, and 3.3 of this Section shall be eight (8) cents per hour and fractions of a cent shall be dropped. The maximum adjustment to be made for each of Items 3.4 and 3.5 of this Section shall be ten (10) cents per hour and fractions of a cent shall be dropped.

(5) The amount of any cost of living adjustments shall be included in computing overtime premiums, vacation payments, and sick leave pay.

(6) Inasmuch as the BLS monthly report of the Consumer Price Index is four (4) to six (6) weeks behind, the following method shall be used in computing each of the adjustments:

(6.1) The difference of the C.P.I. from July, 1980, through December, 1980, shall be computed by using the actual difference between July, 1980, and November, 1980, and using the average difference of this five (5) month period to establish the figure for the month of December, 1980. The total of these two (2) Items shall be the basis of Adjustment Number One (1) in January, 1980.

Example: July, 1980	C.P.I. = 247.4
November, 1980	C.P.I. = 250.1

	Difference 2.7
Average difference (2.7 divided by 5)	.5

TOTAL (July, 1980-December, 1980)	3.2
Difference: 3.2 divided by .4= 8 cent adjustment	

(6.2) The difference of the C.P.I. from January, 1981, through June, 1981, shall be computed by using the actual difference between January, 1981, and May, 1981, and using the average difference of this five (5) month period to establish the figure for the month of June, 1981. The total of these two (2) items shall be the basis of Adjustment Number Two (2) in July, 1981.

Example: January, 1981	C.P.I. = 254.2
May, 1981	C.P.I. = 256.9

	Difference 2.7
Average difference (2.7 divided by 5)	.5

TOTAL (January, 1981-June, 1981)	3.2
Difference: 3.2 divided by .4= 8 cent adjustment	

(6.3) The computation of Adjustments Three (3), Four (4), and Five (5) shall be made similarly to Items 6.1 and 6.2 of this Section.

(7) The economic adjustment in this section shall not be in force during the term of this agreement.

ARTICLE XII WAGE SCHEDULE

(1) The wage schedule to take effect July 1, 1985, and to cover the period of employment through June 30, 1986, shall be as follows:

Classification	1	2	3	4	Longevity Hired on or Prior to 7/1/80 (5 yrs.)	Longevity Hired on or Prior to 7/1/75 (10 yrs.)	Longevity Hired on or Prior to 7/1/70 (15 yrs.)
Relief Bus Driver, Truck Driver/Relief Bus Driver	\$8.08	\$8.32	\$8.51	\$8.70	\$8.85	\$8.89	\$8.94
Bus Driver, Truck Driver, Warehouse Clerk	8.01	8.25	8.44	8.63	8.76	8.81	8.88
Custodian	7.63	7.89	8.11	8.32	8.43	8.48	8.53
Audio Visual Technician	7.29	7.53	7.76	7.90	8.00	8.07	8.12
Laundry Operator	6.96	7.20	7.41	7.59	7.65	7.76	7.84

Classification	Longevity Hired on or Prior to 7/1/65 (20 yrs.)	Longevity Hired on or Prior to 7/1/60 (25 yrs.)	Longevity Hired on or Prior to 7/1/55 (30 yrs.)
Relief Bus Driver, Truck Driver/Relief Bus Driver	9.02	9.10	9.18
Bus Driver, Truck Driver, Warehouse Clerk	8.96	9.04	9.12
Custodian	8.61	8.69	8.77
Audio Visual Technician	8.21	8.29	8.37
Laundry Operator	7.92	8.00	8.08

Classification	Starting Hourly Rate	End of 4 months	Maximum End of 12 months	Longevity Hired on or Prior to 7/1/80 (5 yrs.)	Longevity Hired on or Prior to 7/1/75 (10 yrs.)	Longevity Hired on or Prior to 7/1/70 (15 yrs.)
Auto Mechanic Journeyman	\$8.82	\$9.30	\$10.02	\$10.11	\$10.18	\$10.26
Grounds Journeyman	8.42	8.99	9.48	9.60	9.65	9.75
Helper	8.11	8.78	9.13	9.23	9.31	9.38
Laborer I	6.99	7.42	7.52	7.59	7.64	7.68
Laborer II	6.44	6.86	6.97	7.03	7.09	7.14

Classification	Longevity Hired on or Prior to 7/1/65 (20 yrs.)	Longevity Hired on or Prior to 7/1/60 (25 yrs.)	Longevity Hired on or Prior to 7/1/55 (30 yrs.)
Auto Mechanic Journeyman	\$10.34	\$10.42	\$10.50
Grounds Journeyman	9.83	9.91	9.99
Helper	9.46	9.54	9.62
Laborer I	7.76	7.84	7.92
Laborer II	7.22	7.30	7.38

(2) The wage schedule to take effect July 1, 1986, and to cover the period of employment through June 30, 1987 shall be as follows:

Classification	Longevity				Longevity		
	1	2	3	4	Hired on or Prior to 7/1/66 (20 yrs.)	Hired on or Prior to 7/1/61 (25 yrs.)	Hired on or Prior to 7/1/56 (30 yrs.)
Relief Bus Driver, Truck Driver/Relief Bus Driver	\$8.56	\$8.82	\$9.02	\$9.22	\$9.47		
Bus Driver, Truck Driver, Warehouse Clerk	8.49	8.74	8.95	9.15	9.29	9.35	9.41
Custodian	8.09	8.36	8.59	8.82	8.94	8.99	9.04
Audio Visual Technician	7.73	7.98	8.22	8.37	8.48	8.56	8.62
Laundry Operator	7.38	7.63	7.85	8.05	8.11	8.23	8.31

DATE

Classification	Longevity		
	Hired on or Prior to 7/1/66 (20 yrs.)	Hired on or Prior to 7/1/61 (25 yrs.)	Hired on or Prior to 7/1/56 (30 yrs.)
Relief Bus Driver, Truck Driver/Relief Bus Driver	\$9.55	\$9.63	\$9.71
Bus Driver, Truck Driver, Warehouse Clerk	9.49	9.57	9.65
Custodian	9.12	9.20	9.28
Audio Visual Technician	8.69	8.77	8.85
Laundry Operator	8.39	8.47	8.55

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Classification	Starting Hourly Rate	End of 4 Months	Maximum End of 12 Months	Longevity Hired on or Prior to 7/1/81 (5 yrs.)	Longevity Hired on or Prior to 7/1/76 (10 yrs.)	Longevity Hired on or Prior to 7/1/71 (15 yrs.)
Auto Mechanic Journeyman	\$9.35	\$9.86	\$10.62	\$10.72	\$10.79	\$10.88
Grounds Journeyman	8.93	9.53	10.05	10.18	10.23	10.34
Helper	8.60	9.31	9.68	9.78	9.87	9.94
Laborer I	7.41	7.87	7.97	8.05	8.10	8.14
Laborer II	6.83	7.27	7.39	7.45	7.52	7.57

Classification	Longevity Hired on or Prior to 7/1/66 (20 yrs.)	Longevity Hired on or Prior to 7/1/61 (25 yrs.)	Longevity Hired on or Prior to 7/1/56 (30 yrs.)
Auto Mechanic Journeyman	\$10.96	\$11.04	\$11.12
Grounds Journeyman	10.42	10.52	10.58
Helper	10.02	10.10	10.18
Laborer I	8.22	8.30	8.38
Laborer II	7.65	7.73	7.81

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(3) The wage schedule to take effect July 1, 1987, and to cover the period of employment through June 30, 1988 shall be as follows:

Classification	1	2	3	4	Longevity Hired on or Prior to 7/1/82 (5 yrs.)	Longevity Hired on or Prior to 7/1/77 (10 yrs.)	Longevity Hired on or Prior to 7/1/71 (15 yrs.)
Relief Bus Driver, Truck Driver/Relief Bus Driver	\$9.07	\$9.35	\$9.56	\$9.77	\$9.94	\$9.99	\$10.04
Bus Driver, Truck Driver, Warehouse Clerk	9.00	9.26	9.49	9.70	9.85	9.91	9.97
Custodian	8.58	8.86	9.12	9.35	9.48	9.53	9.58
Audio Visual	8.19	8.46	8.72	8.87	8.99	9.07	9.14
Laundry	7.82	8.09	8.32	8.53	8.60	8.71	8.80

Classification	Longevity Hired on or Prior to 7/1/67 (20 yrs.)	Longevity Hired on or Prior to 7/1/62 (25 yrs.)	Longevity Hired on or Prior to 7/1/57 (30 yrs.)
Relief Bus Driver, Truck Driver/Relief Bus Driver	\$10.12	\$10.21	\$10.29
Bus Driver, Truck Driver, Warehouse Clerk	10.06	10.14	10.23
Custodian	9.67	9.75	9.84
Audio Visual Technician	8.99	9.07	9.14
Laundry Operator	8.89	8.98	9.06

Classification	Starting Hourly Rate	End of 4 months	Maximum End of 12 months	Longevity Hired on or Prior to 7/1/82 (5 yrs.)	Longevity Hired on or Prior to 7/1/77 (10 yrs.)	Longevity Hired on or Prior to 7/1/72 (15 yrs.)
Auto Mechanic Journeyman	\$9.91	\$10.45	\$11.26	\$11.36	\$11.44	\$11.53
Grounds Journeyman	9.47	10.10	10.65	10.79	10.84	10.96
Helper	9.12	9.87	10.26	10.37	10.46	10.54
Laborer I	7.85	8.34	8.45	8.53	8.59	8.63
Laborer II	7.24	7.71	7.83	7.90	7.97	8.02

Classification	Longevity Hired on or Prior to 7/1/67 (20 yrs.)	Longevity Hired on or Prior to 7/1/62 (25 yrs.)	Longevity Hired on or Prior to 7/1/57 (30 yrs.)
Auto Mechanic Journeyman	\$11.61	\$11.69	\$11.77
Grounds Journeyman	11.04	11.12	11.20
Helper	10.62	10.70	10.78
Laborer I	8.71	8.79	8.87
Laborer II	8.10	8.18	8.26

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

(4.1) Michigan State Tests Passed and currently in Effect	Cents/Hour Added to Base Hourly Rate
2 or 3	5 cents
4 to 6	10 cents
7 or more	15 cents

(4.2) Michigan State certification tests taken shall be with the approval of the Transportation Supervisor to qualify for additional pay on the above schedule.

(4.3) Hourly rate adjustments as a result of certified completion of Michigan State tests shall be made each July 1. Tests completed during the fiscal year (July 1 - June 30) shall qualify for additional pay on the above schedule the following July 1 only.

(4.4) Previously completed tests which expire during the fiscal year (July 1 - June 30) shall not be recognized on the additional pay schedule above unless renewed prior to July 1 when annual adjustments are made.

(4.5) The above additional pay schedule is not to be construed as accumulation of tests or cents per hour; but rather one (1) Cents/Hour Added to Base Hourly Rate of either five (5) cents, or then (10) cents, or fifteen (15) cents additional per hour depending on the schedule.

(5) Apprentices shall be paid according to the following scales.

(5.1) Four Year Apprenticeship Program

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

(5.2) Three Year Apprenticeship Program

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

(6) Helpers or operational personnel who become apprentices and who previously received additional pay for credits earned in courses taken from institutions approved by the appropriate Personnel Director may transfer those courses applicable to their trade to the related instruction requirements set up herein. However, such apprentices shall not qualify for additional pay for non-related course work.

(7) The progress on related instruction of the employee serving an apprenticeship shall be evaluated on each anniversary of the apprenticeship by the foreman and reviewed by the Joint Apprenticeship Committee. If satisfactory progress has been made in both schooling and work experience, the employee shall be reimbursed one-half (1/2) of the expenses for tuition for the previous year.

ARTICLE XIV DURATION OF THE AGREEMENT

(1) This Agreement incorporates the entire understanding of the Union and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement, neither party shall be required to change any matter of this Agreement.

(2) This Agreement shall continue in full force and effect through June 30, 1988.

(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

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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.

(3) This Agreement shall become effective December 19, 1985.

BOARD OF EDUCATION

Date April 24, 1986

By Norma J. Kirkland
President

By _____
Secretary

LOCAL 719, AFSCME (AFL-CIO)

Date April 24, 1986

By Howard A. Hawster
President

By Paul Young
Secretary