

6/30/88

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

Pontiac School District

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WALTER W. WATSON

BETWEEN THE

BOARD OF DIRECTORS OF THE SCHOOL DISTRICT OF THE CITY OF DENVER

AND THE

CITY BOARD OF EDUCATION UNDER THE AGENCIES OF DENVER

WALTER W. WATSON
BY _____
WALTER W. WATSON

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

This Agreement is entered into this 6th day of February, 1986, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and Pontiac Board of Education Supervisors Association of Engineers, hereinafter called the "Association," 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 engineer, 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. 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. The Board shall not negotiate with any other group or organization claiming representation during the term of this Agreement.

(2) The provisions of this Agreement shall be applied and without favoritism to all engineers without discrimination as to sex, marital status, race, color, creed, national origin, handicap or political affiliation.

(3) The Association shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director of Employee Relations as representative of the Board to discuss matters of mutual interest concerning the District which fall outside the provisions of this Agreement. The purpose of these meetings shall be to provide a means whereby: items of concern to the Association may be brought to the attention of the Board's representative(s) for consideration; items of concern to the Board representative(s) may be brought to the attention of the Association for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and matters pertinent to the general welfare of the Association and the Board may be discussed.

ARTICLE II RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative "in respect to wages, hours of

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employment, or other condition of employment" for all Building Engineers, Assistant engineers, and Relief Engineers employed in the District. Additional engineer classifications which are established during the term of this Agreement shall be subject to negotiations between the Board and the Association in respect to wages, hours of employment, or other conditions of employment. Reference to "Engineer" in this Agreement shall include all engineer classifications.

ARTICLE III BOARD RIGHTS

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

ARTICLE IV ASSOCIATION AND EMPLOYEE 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 engineers 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 engineers 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.

(2) The Association and its representatives shall have the right to use school buildings at reasonable hours for Association meetings or Association business without rental charge. If custodial or engineer service is required, there may be a charge.

(3) The Association may use the District mail service and engineer mail boxes for communication to engineers. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided. The Association representative has the responsibility to maintain the bulletin board space assigned for Association use. All notices posted on this board must be signed by the Association representative if they are not identified from the Association. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. A copy of any notice shall be

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forwarded to the Board on request.

(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.

(5) The Association shall have the right to use Board audio-visual 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.

(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 engineers: 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 engineers. Restricted or confidential information pertaining to the evaluation of an engineer'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.

(7) The Association shall be granted released time not to exceed ten (10) days or a total of eighty (80) hours to enable officers and/or designated representatives to conduct Association business. Requests for released time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or designee.

(8) The Association shall be granted released time not to exceed twenty (20) days or a total of one hundred sixty (160) hours to enable the Association negotiating team to participate in scheduled negotiation sessions with the Board during regular work hours.

(9) Any case of assault upon an engineer as a result of carrying out the job duties during scheduled work hours shall be promptly reported to the Board or its designated representatives. The Board shall provide legal counsel to advise the engineer of the engineer's rights and obligations with respect to such assault and shall promptly render all

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reasonable assistance to the engineer in connection with handling of the incident by law enforcement and judicial authorities.

(10) The Board shall provide an appropriate locked facility and provision for the safekeeping of engineer valuables. The Board shall not be held liable for any and all such loss as may occur.

ARTICLE V ASSOCIATION SECURITY

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

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

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

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

(4) 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 Engineers 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) Engineers 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.

(6) The designated Board representative shall upon request meet with a designated Association representative to notify the Association of new engineers recently hired, including their employment dates and the location of assignments, and notify the Association of recently terminated engineers.

(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; and the Association shall have the right to compromise or settle any claims made against the Board under this Article.

ARTICLE VI HOURS OF EMPLOYMENT

Section A Work Day and Work Week

- (1) The normal work day shall consist of eight (8) hours on the job plus one-half (1/2) hour unpaid uninterrupted lunch period.
- (2) The normal work week shall consist of forty (40) hours.
- (3) The time of lunch, or off period, shall be determined by the immediate supervisor.

Section B Rest Periods

Engineers 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 engineer's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

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ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT

Section A Advancements

(1) Employees who advance to the position of engineer, assistant engineer, or relief engineer after July 1, 1961, excluding those who hold a Fireman "A" or "B" position prior to that date, shall have a high school diploma or its equivalent, as approved by the Superintendent of Schools.

(2) Building engineers and relief engineers shall possess a boiler operator's license.

(3) Since the assistant engineer position is essentially a training position, an assistant engineer with one (1) year of experience shall:

(3.1) Apply for a posted Engineer C position or be reassigned to a position at the discretion of the Board.

(3.2) Possess a boiler operator's license or be reassigned to a position at the discretion of the Board.

(3.3) Be performing satisfactorily or be reassigned to a position at the discretion of the Board.

(4) If no assistant engineer has one (1) year of experience as an assistant engineer, the selection shall be made at the discretion of the Board.

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

Section B Postings

(1) For the benefit of interested engineers, 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, location, and work week if other than Monday through Friday.

(2) The Association and applicants shall be advised of how the position is filled within fourteen (14) calendar days after the posting. A current engineer awarded a position shall not serve a probationary period.

Section C Transfers

(1) An engineer is eligible for transfer if the position for which application is made offers a better shift or more pay.

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

Section D Seniority

- (1) The first four (4) months of a new engineer's employment shall be a probationary period. A probationary engineer shall have no security status in the classification in which employed and may be discharged or reassigned any time during the probationary period, if, in the Board's opinion, the engineer is not suited to the District's needs.
- (2) An engineer continued in employment for more than four (4) months shall have seniority rights within this bargaining unit; such seniority shall be computed from the employment date as an engineer. An engineer shall be assigned to a position of eight (8) hours a day, forty (40) hours a week for forty (40) or more weeks in the work year. During the term of this Agreement, no engineer employed on the ratification of this Agreement shall have a work year less than fifty-two (52) weeks.
- (3) The principle of engineer seniority shall be applied to transfers and promotions when the engineers involved have attained similar levels of qualifications.
- (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 Board 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, or

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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 ten (10) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later;

(4.4) Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless in the latter case, he/she presents evidence satisfactory to the Board that it was impossible for him/her to return at the expiration of such leave or vacation;

(4.5) Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of the layoff or one (1) year, whichever is greater.

(4.6) Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.

(5) Engineers entering the Armed Forces shall accumulate seniority during their period of military service and shall be reinstated upon their release from service in a position equal to the one formerly held.

(6) The Board shall maintain an up-to-date engineer and District seniority list at all time and make this list available to the Association upon request at least twice a year.

(7) An engineer changing to another position within the District not included in the bargaining unit and thereafter returning to a position within the bargaining unit shall be granted all benefits and rights granted within the Agreement except that time outside the bargaining unit shall not be counted in the provision of seniority for transfer, promotion, or layoff purposes.

Section E Health Requirements

(1) New engineers 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, engineers shall furnish proof at their own expense.

(2) Current engineers 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

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test.

(3) In the event a partial disability could affect an engineer's ability to perform assigned responsibilities, the Board may request the engineer to provide a physician's certification that the engineer is able to perform assigned responsibilities. The Board may require the engineer to see a physician of its choice to verify ability to perform assigned responsibilities.

Section F Discipline and Discharge

(1) Verbal reprimand of an engineer by the Supervisor of Operations or building principal shall be done in a discreet manner and not in front of other employees. If an engineer continues unsatisfactory discharge of duties, a conference may be scheduled with the departmental supervisor.

(2) An engineer receiving a written reprimand from the Supervisor of Operations shall acknowledge same by signing a copy so the record will show the engineer has knowledge of the reprimand. A written note shall not be interpreted as a written reprimand.

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

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

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

(6) Other than a verbal reprimand, the engineer may request

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and receive an Association representative at any step of the discipline procedure on an individual basis to try to resolve the problem.

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

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

(9) After a fifteen (15) month period of satisfactory service, all written reprimands in an engineer's file shall not be used against the engineer in future disciplinary action.

(10) Discipline shall not be without just cause.

Section G Safety

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

Section H Evaluation

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

Section I Layoff

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

(1.1) The necessary number of assistant engineers shall be laid off according to engineer seniority. When two (2) or more assistant engineers have the same engineer seniority date, District seniority will determine the least senior assistant engineer.

(1.2) The necessary number of least senior engineers shall then be removed from the affected classification(s) according to engineer seniority.

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When two (2) or more engineers have the same engineer seniority date, District seniority will determine the least senior engineer.

(1.3) Affected engineers shall be able to exercise engineer seniority rights to bump the least senior engineer in a classification equal to or in a direct line beneath the classification provided the engineer is qualified for said classification and no vacancies exist in the classification into which bumping will occur.

(1.4) An engineer with 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 engineer shall sign a waiver to this effect.

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

(1.6) Engineer seniority for purposes of this Section is defined as the engineer's entry date as an engineer in the District.

(1.7) District seniority for purposes of this Section is defined as the engineer's entry date as an employee in the District.

(2) Engineers to be laid off will be given at least ten (10) work days advance notice of the layoff except when the layoff is caused by circumstances beyond the Board's control. Copies of layoff notices shall be sent to the Association on the same date 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 engineers immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed one (1) week shall be regulated by seniority application.

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

Section J Recall

(1) The laid off engineer shall be recalled in the reverse

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order of the layoff. The most senior engineer shall be recalled to the first opening in the classification from which the engineer was laid off, or, if the engineer had bumped down from the original position in the reduction of force before being laid off, to such original position. Recall shall be by written certified letter, return receipt requested, to the engineer's last known address on file with the Board. The engineer shall be required to notify the Board of his/her intention to return to work within ten (10) calendar days after the notice is sent 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.

(2) The Board may remove an employee from the recall list if he/she has been laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of the layoff or one (1) year, whichever is greater.

ARTICLE VIII GRIEVANCE PROCEDURE**Definition**

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

Informal Appeal

Discuss the complaint with the appropriate supervisor and/or building principal with the object of resolving the matter informally.

Level One

The written grievance must be presented 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 decision shall be issued to the Association President, the Chief Steward and the grievant within five (5) work days after the hearing.

Level Two

If the Association is not satisfied at Level One, a written grievance shall be filed within five (5) work days of the supervisor's response with the administrator designated to hear Level Two grievances who shall review the claim and provide a hearing within five (5) work days of receipt of

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the claim. The Association representative(s), Board representative(s), and grievant shall be present at this hearing. A written decision shall be issued to the Association President, Chief Steward, and the grievant within five (5) work days after the hearing.

Level Three

If the Association is not satisfied with the decision at Level Two, a written grievance shall be filed 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 Association President, Chief Steward, and the grievant within five (5) work days after the hearing.

Level Four

If the Association is not satisfied with the disposition of the grievance, the Association may file the grievance to arbitration within twenty (20) work days after receipt of the Level Three decision, and by written notice to the Board. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Association and the Board.

Within ten (10) work days 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.

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The engineer may at any step in the grievance procedure, request and have representation by a maximum of five (5) Association 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 engineer with a grievance to discuss the matter informally with any 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.

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 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.

ARTICLE IX PAID LEAVE**Section A Sick Leave**

(1) One (1) day per month absence without loss of pay shall be allowed each engineer each year in case of certified illness for the following reasons:

(1.1) Personal illness or quarantine

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

(1.3) Other reasons approved by the Superintendent of Schools or designee

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(2) After three (3) or more consecutive days of illness, a physician's written release may be required before the engineer may return to work.

(3) The unused portion of the annual sick leave shall accumulate without limit.

(4) An engineer 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 engineer'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 engineer's regular wage.

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

(5.1) In the event an engineer dies while employed by the school district, the accumulated sick leave reimbursement to which the engineer was entitled under Article XI, Section G shall be paid to the engineer's heirs or estate.

(6) Each engineer's bank of accumulated sick leave will be credited with sick leave entitlement for the entire work year at the beginning of each work year. In the event the engineer's employment is terminated for any reason during the work year, an adjustment will be made in the engineer's final check for sick leave usage already paid but not actually earned.

Section B Approved Leave Days

(1) Three (3) days of each school year may be used by engineers 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 engineer's regular work hours

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(4.2) Religious holidays which require absence from work.

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

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

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

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

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

Section C Approved Military Leave

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

Section D Jury Duty

The Board shall pay the difference between the rate of jury pay and the engineer's regular pay rate for time lost due to serving on jury duty.

ARTICLE X LEAVES OF ABSENCE WITHOUT PAY

(1) Leaves of absence without pay shall be authorized for engineers in keeping with provisions and procedures outlined below:

(1.1) Certified personal illness, disability, or quarantine.

(1.1.1) To apply for such a leave, a request must be presented in writing to the Personnel Department accompanied by proof of personal illness, disability or quarantine which has been certified by the engineer's physician. The Board may require the engineer to see a physician of its choice to verify the health condition. If there is a disagreement between the Board's physician and the engineer's personal physician, the opinion

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of a third physician shall be binding. The Board and the Association will mutually select the third physician.

(1.1.2) To return from such leave, the engineer shall immediately notify the Board in writing of termination of the illness, disability or quarantine, indicate the anticipated return to work date and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the engineer to see a physician of its choice to verify the health condition. If there is a disagreement between the Board's physician and the engineer's personal physician, the opinion of a third physician shall be binding. The Board and the Association will mutually select the third physician.

(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 a leave, a written request must be presented to the Personnel Department accompanied by proof of illness by an appropriate authority to certify it is necessary for the engineer to attend to the family needs.

(1.3) Death in the family.

(1.3.1) To apply for such a leave, a written request must be presented to the Personnel Department accompanied by proof by an appropriate authority to certify it is necessary for the engineer to attend to family needs.

(1.4) Association representation.

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

(1.5) Education

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

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(2) Leave of absence, as described in Item 1 of this Section, shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of three (3) years. Seniority shall be broken and employment terminated if (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, or (3) the engineer fails to notify the Board when the unpaid leave reason or condition no longer exists.

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

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

ARTICLE XI ECONOMIC BENEFITS

Section A Health Benefit

(1) The Board shall pay the health and hospitalization benefit premium up to full family coverage policy for each eligible engineer 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 of the Agreement.)

(1.2) 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.

(1.2.1) If the engineer is absent from work on the date benefits would otherwise become effective,

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the effective date of coverage for benefits will be deferred to the first day the engineer is actively at work.

(1.3) 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.

(1.4) An engineer may only be covered by one (1) District provided policy. If an engineer is covered by a policy not provided by the District, the engineer will be offered enrollment in the School District's Health Benefit Plan.

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

(1.5) Should it be discovered that an engineer has violated the restriction of this provision, such premiums paid by the Board shall be cancelled and the engineer shall reimburse the Board for previous premiums paid in violation of these provisions.

(1.6) If an engineer's sick days are exhausted before eligibility for Long Term Disability insurance is attained, the Board will continue to pay the health insurance premiums until the eligibility date for Long Term Disability insurance, provided the engineer is eligible for Leave of Absence, is enrolled in the Board's health insurance program, and is absent for illness self reason.

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

Section B Life Insurance

The Board shall provide group life insurance which has a face value of \$20,000 and which provides double indemnity for accidental death or dismemberment to engineers who apply. Such protection shall be in accordance with the requirements of the insurance carrier. Beginning at age 65, the Board shall provide life insurance based on the following schedule: at age 65, 93% of amount in effect; at age 66, 86% of amount in effect; at age 67, 79% of amount in effect; at age 68, 72% of amount in effect; at age 69, 65% of amount in effect.

Master Agreement: Engineers**Section C Dental Benefits**

(1) The Board shall provide each engineer who applies a dental care benefit program which includes 100% payment of basic dental services, 90% prosthodontic services and 90% orthodontic services. Basic dental and prosthodontic service shall have a maximum of \$1,200 per family member per year, and orthodontic services shall have a lifetime maximum of \$900. This coverage shall be according to the provisions of the provider.

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

Section D Long Term Disability Insurance

(1) The Board shall provide a standard long term disability coverage for engineers who apply and who have completed the probationary period with payment of sixty (60) percent of the engineer's normal gross earnings not to exceed \$1,200.00 per month after a waiting period of six (6) months. The amount of benefits will be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veteran benefits. The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

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

Section E Liability Insurance

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

Section F Optical Care

The Board shall provide to engineers who apply a group optical program. Should the cost exceed \$52.00 per engineer per year, the engineer shall pay the increased cost. The Board and the Association shall jointly determine the specifications of such coverage.

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Section G Retirement

- (1) Engineers must retire by their 70th birthday.
- (2) An engineer who retires and who is certified by the State Retirement Board to begin receiving retirement payments under one of the state retirement plans shall receive pay at engineer's current rate at the time of retirement for the number of sick leave days the engineer has accumulated, according to the following schedule:

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

Presentation to the Personnel Department of the retirement card indicating the retirement number issued by the Retirement Board to the retiree shall be sufficient to receive retirement pay.

Section H Vacation

- (1) Six (6) days vacation with pay shall be granted to new engineers in 52 week positions with six (6) months service. Service must begin prior to January 1 of the year in which the vacation is to be taken.
- (2) Vacation for engineers in 52 weeks positions with service from six (6) months to one (1) year shall be according to the month of employment in the year prior to the year in which the vacation is to be taken. If the date of employment occurred during December, then the engineer qualifies for 6 days vacation; November - 7 days; October - 8 days; September - 9 days; August - 10 days; and July - 11 days.
- (3) Engineers in 52 week positions with from one (1) to four (4) years of service shall receive eleven (11) days vacation with pay per year.
- (4) Engineers in 52 week positions with five (5) years of service shall be granted one (1) additional day per year beyond the eleven (11) days vacation according to the following schedule until a maximum of twenty-two (22) days vacation is achieved.

Number years service	Number vacation days
5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14 thru 18	21
19 or more (effective July 1, 1987)	22

(5) Engineers 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 engineers shall be taken in work weeks when students are not in school and during the work year in which the days are earned.

(6) Normally, engineers shall take vacations when school is not in session. A special vacation request not to exceed one (1) week may be granted by the appropriate supervisor when a qualified substitute can be secured and the engineer is senior to others requesting the same date. Exceptions to the one (1) week special vacation request may be made by the appropriate supervisor when no substitute is needed and when the work load is such that an engineer's absence will not work an undue hardship on the District. Special vacation requests must be submitted to the appropriate supervisor for approval thirty (30) days prior to the requested vacation period. The engineer shall be notified of approval or disapproval not less than two (2) weeks prior to the requested vacation period and within ten (10) work days of application if the engineer requests early response and early response if possible.

(7) Vacation days shall not be taken prior to being earned and certified in June with the following exception: The period, usually two (2) weeks between the close of the regular school program and June 30 when paid vacation days are certified shall be available for use as vacation days.

(8) Vacation days earned and certified on June 30, must be taken prior to June 30 of the following fiscal year.

(9) Engineers shall have vacation days added to the vacation entitlement certified on June 30 of that fiscal year to be taken in the next fiscal year for days which the engineer works when all schools are closed for inclement weather. The number of additional vacation days is determined according to the following schedule. In order for engineers to qualify for these additional days, engineers must work all the days school are closed due to inclement weather.

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

(9.1) If engineers are absent on a day when all schools are closed due to inclement weather, the schedule of additional days shall not apply. Engineers shall earn one (1) additional vacation day added to the vacation entitlement certified on June 30 of that fiscal year to be taken in the next fiscal year for each three (3) days worked when all schools are

closed due to inclement weather.

(10) Engineers shall not be reimbursed for earned vacation time which the engineer does not use. Exceptions may be made by the appropriate Personnel Director if serious extenuating circumstances exist.

(11) Earned vacation time is not accumulative; if earned vacation time is taken, it must be taken within the period specified in Items 5, 8, and 9 of this Section.

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

(13) When a paid holiday falls in an engineer's paid vacation week, the paid holiday shall not be charged as a paid vacation.

(14) An engineer who retires and qualifies for retirement benefits under the State Retirement plan shall receive vacation pay prorated on the basis of vacation time earned for the current year. Retirees shall be paid in accordance with Michigan Retirement system procedures.

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

Section I Holidays

(1) New Year's Day, Good Friday, Monday after Easter, Memorial Day, July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas, and December 31 are holidays without loss of pay providing the engineer works the last work day prior to the holiday and the first work day after the holiday unless excused through legitimate illness. The Board may require a doctor's statement that the engineer was sick on the last work day prior to the holiday and/or the first work day after the holiday; and, the holiday falls in a regular assigned work week.

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

(3) The holiday pay shall be a sum computed by multiplying

the engineer's current hourly pay rate times the number of hours in the normal work day.

Section J Staff Development

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

(2) Each fiscal year the Board shall establish the equivalent of a minimum of two (2) staff development sessions for each engineer. A session is defined as an eight (8) hour non-work day. Attendance at these sessions will be encouraged, but not required. Engineers who participate in these sessions shall be paid at the staff development rate of six (6) dollars per hour. The plans for this staff development shall be developed jointly between the Association and the Board.

(3) \$1,000.00 (\$2,000.00 effective July 1, 1986) shall be provided to reimburse engineers for tuition costs for courses completed during the period July 1 through June 30. The procedure outlined below shall be followed in administration of this reimbursement program:

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

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

(3.3) Engineers shall be entitled to receive full reimbursement of tuition costs providing the appropriation of \$1,000.00 (\$2,000.00 effective July 1, 1986) each year is sufficient to meet all claims. In the event the cost of the claims exceed the appropriation, reimbursement shall be made on a pro-rata basis.

Section K Uniforms

(1) Engineers who have completed their four (4) month probationary period on or before June 30, shall be entitled to purchase \$120.00 worth of uniforms (\$130.00, effective 1 July 1986; \$140.00, effective 1 July 1987) at the expense of the Board.

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

(3) Engineers shall receive the uniform allowance in June at the end of the fiscal year when earned.

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(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 Association 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:

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

(5.2) Engineers 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.

(5.3.1) Shirts and blouses shall be collared.

(5.3.2) Engineers may wear white shirts or blouses in lieu of blue shirts or blouses.

(5.4) T-shirts may be worn in lieu of the uniform shirt or blouse while doing outside work during the summer or in the building when teaching staff, parents, pupils, and outside groups or organizations are not present.

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

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

(6) Engineers shall be required to wear safety shoes.

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

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

(9) Sample uniforms are on display at the Service Center site and should be viewed by each engineer prior to purchase of uniforms.

(10) Engineers who have completed their four (4) month probationary period on or before June 30 shall be provided fifty dollars (\$50.00) annually toward the purchase of safety shoes.

Master Agreement: Engineers**Section L U.S. Savings Bonds**

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

Section M 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) Engineers working the second shift shall receive a shift differential of fifteen (15) cents per hour.

(3) Engineers working the third shift shall receive a shift differential of twenty (20) cents per hour.

(4) Engineers working any shift which regularly includes one (1) or more Saturdays or Sundays shall be paid an additional fifteen (15) cents per hour effective with the ratification of this Agreement.

Section N Overtime Pay

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

(1.1) Work performed in excess of eight (8) hours in a work day.

(1.2) Work performed in excess of forty (40) hours in a work week. Paid vacation days accumulated sick leave entitlement will count toward the forty (40) hours.

(2) Overtime work shall be distributed equally to engineers within the same job classification in the same building who have completed their probationary period. A continuous record of the overtime hours charged to each engineer shall be posted on the department bulletin board on a biweekly basis.

(2.1) On each occasion, the opportunity to work overtime shall be offered to the engineer within the job classification who has the least number of overtime hours credited at that time. If this engineer does not accept the assignment, the engineer will be charged for the overtime hours involved and the engineer with the next higher number of overtime hours credited shall be

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offered the assignment. This procedure shall be followed until the required engineers have been selected for the overtime work.

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

(3) An engineer not receiving Plant Security Pay or scheduled for regular work hours who is called to work on a Sunday shall receive 200 percent of the regular hourly rate.

(4) An engineer not receiving Plant Security Pay who is called to work on a holiday shall be paid in addition to holiday pay, a sum computed by multiplying the number of hours worked on the paid holiday by 200 percent of the engineer's current hourly rate of pay.

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

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

(7) The Board supports the long-standing tradition in the District of an engineer's commitment to building and pride in the facility served. Therefore, it is the responsibility of the assigned engineer in charge of the building, assistant engineer, or relief engineer, whichever is appropriately designated by the Supervisor Plant Operation, to immediately respond to a plant security call by traveling to the building and performing proper security measures. In the event the assigned engineer cannot comply, the engineer may request to be relieved from this responsibility by making the request in writing to the Supervisor Plant Operation who will assign another engineer to the security responsibility of the building. In the event that the board establishes evidence that an assigned engineer cannot promptly respond, the engineer will be relieved of a security assignment and the Supervisor Plant Operation will assign another engineer to the security responsibility of the building.

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

Engineers called to work at a time other than regular work

hours for plant security shall be paid a minimum of three (3) hours at 150 percent of their regular hourly rate.

(8) An engineer called to work for overtime activity other than plant security, as defined in Item 7 of this Section, shall be paid a minimum of three (3) hours at the overtime rate.

Section O Higher Classification Rate

An engineer serving in a higher classification shall be paid at the rate of the higher classification.

Section P Longevity

(1) Longevity entitlement for engineers shall be as follows:

Amount	1985-86	1986-87	1987-88
	Hired Prior to	Hired Prior to	Hired Prior to
\$525	7/1/80	7/1/81	7/1/82
650	7/1/75	7/1/76	7/1/77
750	7/1/70	7/1/71	7/1/72
850	7/1/65	7/1/66	7/1/67

(2) Employment must be on a continuous basis; and an engineer must be employed on December 1 each year in order to qualify for payment, which shall be paid the first pay ending in December.

(3) The entitlement shall be a non-accumulative basis.

(4) Effective July 1, 1986 Longevity entitlement shall be prorated for engineers who retire. The proration will be on the basis of the entire school year.

Section Q Wage Schedule

(1) The wage schedule shall be as follows:

Classification	1985-86	1986-87	1987-88
Engineer A	\$10.52	\$11.15	\$11.82
Engineer A In Training	10.16	10.77	11.42
Engineer B and Relief Engineer B	9.80	10.39	11.01
Engineer C and Relief Engineer C	9.35	9.91	10.50
Assistant Engineer	8.70	9.22	9.77

(2) The hourly rates in Item 1 of this section shall be subject to the following adjustments.

(2.1) Engineers A who have been awarded an Associates' Degree shall receive an additional \$.36 per hour. Effective with the ratification of this contract, applicants for the position of Engineer A will be required to hold an Associates' Degree or to receive an

Associates' Degree within two (2) calendar years from the date of their appointment.

(2.2) Engineers who hold a valid Third Class Stationary Engineers License shall receive an additional \$.24 per hour.

(2.3) Engineers overtime will be based on the adjusted hourly rate.

ARTICLE XII DURATION OF THE AGREEMENT

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

(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 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 February 6th, 1986.

BOARD OF EDUCATION

Date _____

By Norman J. Kirkland
President

By [Signature]
Secretary

PONTIAC BOARD OF EDUCATION
SUPERVISORS ASSOCIATION OF ENGINEERS

Date _____

By [Signature]
President

By Teresa Oberman
Secretary