

6/30/88

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

Pontiac School District

Michigan State University
LABOR AND INDUSTRIAL
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**MASTER AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE CITY OF PONTIAC
AND
THE FOREMEN'S ASSOCIATION**

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 the Foremen's Association, hereinafter called the "ASSOCIATION," pursuant to Act 379 of the Michigan Public Acts of 1965.

ARTICLE I PURPOSE AND INTENT

The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the Foreman, 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 agree to 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.

ARTICLE II RECOGNITION

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

ARTICLE III BOARD RIGHTS

It is expressly agreed that all rights which are ordinarily vested in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

(1) Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the District.

(2) Continue its rights, policies, and practices of assignment

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and scheduling of all the foregoing, but not in conflict with the specific provisions this Agreement, and the right to establish, modify or change any work or business or school hours or days.

(3) Direct the work forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.

(4) Adopt reasonable rules and regulations.

(5) Determine the qualifications of employees, including physical and/ or psychological conditions.

(6) Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

(7) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

(8) Determine the size of the management organization, its functions, authority, amount of supervision and table or organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

(9) Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE IV ASSOCIATION AND FOREMAN'S RIGHTS

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

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(2) The Association may use the District mail service and employee mail boxes for communication to its members. 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 in this space must be signed by the Association representative if they are not identified as being from the Association. A copy of any notice shall be forwarded to the Board upon request.

(3) Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that the transaction of such business 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 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 official Association business. Requests for released time shall be submitted in writing and approved in advance by the Executive Director of Employee Relations or Board's designee.

(5) Each member of the Foremen's Association shall be given a copy of the Master Agreement.

ARTICLE V HOURS OF EMPLOYMENT**Section A Work Day and Work Week**

(1) The normal work day shall consist of eight (8) hours on the job exclusive of one-half (1/2) hour for lunch. The first shift shall normally be from 7:00 A.M. to 3:30 P.M.

(2) The normal work week shall consist of forty (40) hours.

(3) Foremen shall be allowed a one-half (1/2) hour duty-free lunch period. The time of lunch, or off period, shall be determined by the immediate supervisor.

Section B Rest Periods

Foremen shall be entitled to one 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;

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thus, it shall not be used to cover a Foreman's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

ARTICLE VI OTHER CONDITIONS OF EMPLOYMENT**Section A Health Requirements**

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

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

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

Section B Discipline and Discharge

(1) Verbal reprimand of a Foreman is to be done in a discreet manner and not in front of other workers.

(2) A Foreman receiving a written reprimand shall acknowledge same by signing a copy so the record will show the Foreman has knowledge of the reprimand.

(3) At the option of the Personnel Department, a Foreman may be suspended as a disciplinary action, in lieu of discharge, without pay for a period not to exceed one (1) week.

(4) The Board retains the right to discharge a Foreman for insubordination, failure to perform duties properly, neglect of duty, incapability, failure to report to work or improper conduct. Discharge shall not be used without just cause.

(5) The Foreman may request an Association representative at any step of the discipline procedure other than a verbal reprimand.

(6) The Association will be notified five (5) days in advance of the discharge of a Foreman where practical.

Master Agreement: Foremen's Association, 1983-86**Section C Evaluation**

A Foreman shall receive a copy of a written evaluation each calendar year of employment. This evaluation shall be reviewed and signed by the appropriate supervisor, the Foreman and forwarded to the Personnel Department.

Section D Staff Reduction

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

(2) No full time Foreman employed on the date of ratification shall be laid off during the term of this Agreement, unless there is a closing of all schools because of financial reasons.

Section E Postings

(1) For the benefit of interested Foremen, position openings in the bargaining unit shall be posted seven (7) calendar days prior to the filling of the vacancy. Postings shall indicate length of work year, shift, location and work week, if other than Monday through Friday.

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

Section F Seniority

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

(2) A Foreman continued in employment for more than four (4) months shall have seniority status within this bargaining unit; such seniority shall be computed from the employment date as Foreman.

(3) The principle of Foreman seniority shall be applied to transfers and promotions when the Foreman involved have attained similar levels of qualifications.

(4) A Foreman's seniority shall terminate if the Foreman:

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

(4.2) Is absent from work for five (5) consecutive days without notifying the supervisor prior to or within such five (5) 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, the Foreman 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 of such recall, is sent to the Foreman's 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 the Foreman's return, whichever is later.

(4.4) Fails to request a leave of absence, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, the Foreman 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 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) The Board shall maintain an up-to-date Foreman and District seniority list and make this list available to the Association upon request.

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

Section G 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.

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

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

(1.4) Any less senior full-time Foremen who is so removed shall be able to exercise seniority rights to bump into an Assistant Foremen position in the affected classification.

(2) Seniority for the purpose of this section is defined as the Foreman's entry date as a Foreman in the District. When two (2) or more Foremen in a classification have the same Foreman seniority date, District seniority will determine the more senior Foreman.

(3) Foremen to be laid off will be given at least ten (10) 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 Association on the same date notices are issued to Foreman.

(4) In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, the Foremen 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 rules.

Section H 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, if the employee had bumped down from the original position in the reduction of the work force before being laid off, to such original position. Recall shall be by written certified letter to the employee's last known address on file with the Board and shall require that the employee report for work within ten (10) calendar days after the date of delivery or proof of non-delivery. The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within ten (10) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so within ten (10) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.

(2) Seniority shall be broken and employment terminated if the Foreman fails to return when recalled from layoff as set forth in Item 1 of this section unless an explanation for the absence and

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lack of notice is given and 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 has acquired in the bargaining unit at the time of layoff or one (1) year, whichever is greater.

Section I Retirement

A Foreman must retire by the Foreman's 70th birthday.

ARTICLE VII GRIEVANCE PROCEDURE**Informal Appeal**

A Foreman shall have the right to appeal a decision or situation which is believed to be a violation, misinterpretation or inequitable application of any provisions of the Agreement by discussing the matter first with the appropriate supervisor. When deemed necessary, an administrator in the Personnel Department may confer with the appropriate supervisor in an effort to resolve the difficulty. If the Foreman is not satisfied with the outcome of this conference, the matter may be treated through Formal Appeal Procedures as follows.

Formal Appeal

A Foreman may formally appeal a decision or situation which is believed to be a violation, misinterpretation, or inequitable application of any provisions of the Agreement by following the procedure as follows.

Level One

The Foreman shall file the written grievance with the appropriate supervisor who shall review the claim and provide a hearing within five (5) work days of the receipt of the claim. The grievance must be presented within five (5) work days after occurrence of the grievance; however, under extenuating circumstances, an extension of a period of thirty (30) calendar days may be granted. A written response will be provided within five (5) work days.

Level Two

If the Foreman is not satisfied at Level One, a written grievance shall be filed within five (5) work days of the supervisor's response with the designated administrator in the Personnel

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Department who shall review the claim and provide a hearing within five (5) work days of receipt of the claim. A written response shall be provided to the Association President and the grievant within five (5) work days after the hearing.

Level Three

If the grievant is not satisfied at Level Two, the written grievance shall be filed within five (5) work days of the Level Two response with the administrator designated to hear level three grievances, who shall review the claim and provide a hearing within five (5) work days. A written decision shall be issued within five (5) work days after the hearing.

Level Four

If the grievant is not satisfied at Level Three, the written grievance shall be filed within five (5) work days of the Level Three response with the Superintendent, who shall review the claim and provide a hearing within fifteen (15) work days. A written decision shall be issued within five (5) work days after the hearing.

Level Five

If the grievant is not satisfied at Level Four, the written grievance shall be filed within five (5) work days of the Level Four response with the Board, who shall review the claim and provide a hearing within thirty (30) work days. The Board shall submit a written decision to the grievant and the Association within fifteen (15) work days.

Level Six

If the Association is not satisfied at Level Five, it may appeal this decision to the Michigan Employment Relations Commission for mediation as provided in the Public Employment Relations Act.

Exception

Nothing contained herein shall limit the right of a Foreman 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 thirty (30) calendar days

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of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through Six 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 with the particular time limits, 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 VIII PAID LEAVE**Section A Sick Leave**

(1) Fifteen (15) days per year absence without loss of pay will be allowed each full-time Foremen each year in case of certified illness for the following reasons:

(1.1) Personal illness or quarantine

(1.2) Serious illness or death in the immediate family (mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild)

(1.3) Funerals where the relationship of the Foreman warrants such attendance

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

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

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

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

(5) Sick leave accumulated by a Foreman shall be forfeited if the

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Foreman resigns or is dismissed, except when the Foreman qualifies for reimbursement on retirement as provided in the Retirement Pay Section in Article X.

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

Section B Approved Leave Days

(1) Three (3) days of each fiscal year (July 1 through June 30) may be used by full-time Foreman as Approved Leave days. These Approved Leave days shall be deducted from the Foreman's accumulated sick leave days.

(2) Approved Leave days shall not be cumulative.

(3) Approved Leave days may be used for the following reasons which require absence from work:

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

(3.2) Religious holidays.

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

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

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

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

Section C Military Reserve Leave

Full-time Foreman 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

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and the regular rate of the full-time Foreman for time lost due to serving on jury duty.

ARTICLE IX LEAVES OF ABSENCE WITHOUT PAY

(1) A Leave of Absence without pay may be authorized for a full-time Foreman, in keeping with the following provisions and procedures:

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

(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 Foreman's physician. The Board may require the Foreman to see a physician of its choice to verify the health condition.

(1.1.2) To return from such leave, the Foreman 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 Foreman 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 by an appropriate authority to certify it is necessary for the Foreman to attend to the family needs.

(1.3) Death in the family.

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

(2) To be eligible for a Leave of Absence, a Foreman must have been employed by the Board at least two (2) years.

(3) A Leave of Absence shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of three (3)

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years. Seniority shall be broken and employment terminated if a written request and appropriate certification for Leave renewal is not made annually, or the Foreman fails to notify the Board when the unpaid Leave reason or condition no longer exists, or the Leave procedures are not followed.

(4) A position cannot be guaranteed upon return from a Leave of Absence, but reasonable effort will be made to return the Foreman to the original position or one commensurate with the Foreman's training or experience as vacancies are identified.

ARTICLE X ECONOMIC BENEFITS**Section A Health Benefits**

(1) The Board shall pay the health and hospitalization benefit premium up to full family coverage policy for each full-time Foreman 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 I. (See Plan Booklet attached to the original of the Agreement.)

(1.1.1) Foremen shall be provided with a prescription drug benefit with a \$.50 co pay provision.

(1.2) Benefits shall allow for sponsored dependent rider(s) available with the School District of the City of Pontiac Health Benefit Plan I 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 the employee is actively at work.

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

(1.5) An employee may only be covered by one (1) District provided 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.

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

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

Section B Life Insurance

The Board shall provide group life insurance which has a face value of \$25,000 and which provides double indemnity for accidental death or dismemberment for all full-time Foremen who apply for such coverage. Beginning at age 65, the Board shall provide life insurance based on the following schedule: at age 65, 93% of the amount in effect; at age 66, 86% of the amount in effect; at age 67, 79% of the amount in effect; at age 68, 72% of amount in effect; at age 69, 65% of the amount in effect. Such protection shall be in accordance with the provisions of the insurance provider.

Section C Dental Benefits

(1) The Board shall provide dental benefits for full-time Foremen who apply, which provides 100-90-0 coverage of Basic Dental Care and Prosthodontic Care, with a \$1,000 annual maximum.

(2) Foremen who have dental coverage with the Board's carrier or another group carrier equal to 50-50-0 for themselves and their legal dependents shall be provided a program which includes 50% payment of basic dental services and 50% prosthodontic services.

(3) This coverage shall be implemented consistent with the insurance carrier's rules and regulations.

Section D Optical Plan

The Board shall provide to full-time Foremen who apply a group optical plan. Should the cost of the coverage exceed \$50 per Foreman per year, the Foreman shall pay the increased cost. The Board and the Association shall jointly determine the specifications of such coverage.

Section E Long Term Disability Insurance

(1) The Board shall provide for a full-time Foreman who applies a standard long term disability coverage with payment of sixty (60)

percent of the Foreman's normal gross earnings not to exceed \$1,200.00 per month after a waiting period of six (6) months. The amount of benefits shall be reduced by any remuneration received during the benefit period from the employer, from Worker's Disability Compensation benefits, from Michigan School Employees Retirement Fund benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veteran benefits. The reduction for social security benefits will be calculated when benefits begin and any later legislative changes will not be used to further reduce the benefits. The coverage shall be implemented consistent with the insurance carrier's rules and regulations.

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

Age at Disablement	Duration of Benefit in Years
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

Section F Retirement Pay

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

Section G Vacation

(1) Six (6) days vacation with pay shall be granted to full-time Foremen 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 with pay for service from six (6) months to one (1) year shall be according to the month of employment in the year

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prior to the year in which the vacation is to be taken. If the date of employment occurred during December, then the Foreman qualifies for six (6) days vacation; November - 7 days; October - 8 days; September - 9 days; August - 10 days; and July - 11 days.

(3) From one (1) year to four (4) years of service, the Foreman shall receive eleven (11) days vacation with pay.

(4) With five (5) to fourteen (14) years of service, the Foreman 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 Foreman qualifies for twelve (12) days of vacation; six (6) years-- 13 days; seven (7) years--14 days; eight (8) years--15 days; nine (9) years--16 days; ten (10) years--17 days; eleven (11) years--18 days; twelve (12) years--19 days; thirteen (13) years--20 days; fourteen (14) through eighteen (18) years--21 days; nineteen (19) years or more-- 23 days.

(5) Use of paid vacation days will be determined at the discretion of the Board upon consideration for the written request of the individual Foreman. The needs of the Board, as well as the personal needs of the Foreman will be considered when approving paid vacation days.

(6) Vacation days cannot be taken prior to being earned and must be taken prior to June 30 following the year in which they were earned.

(7) Foremen will not be reimbursed for earned vacation time not used. Exceptions may be made by the appropriate Personnel Director if serious extenuating circumstances exist.

(8) Earned vacation time is not accumulative; if earned vacation time is taken, it must be taken within the period specified in Item 6 of this action.

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

(10) When a paid holiday falls in a Foreman's paid vacation week, the paid holiday shall not be charged as a paid vacation day.

(11) A Foreman 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

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year. Retirees shall be paid in accordance with Michigan Retirement System procedures.

(12) The estate of a Foreman 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.

(13) Foremen 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 foreman 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 foremen to qualify for these additional days, foremen must work all the days schools are closed due to inclement weather.

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

Section H Holidays

(1) New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, December 24, Christmas, December 31, and the Foreman's birthday are holidays without loss of pay for the full-time Foreman, providing the Foreman works the last work day prior to the holiday and the first work day after the holiday.

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

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

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

Section I Uniforms

(1) Full-time Foremen shall be entitled to purchase \$130.00 (\$140.00, effective July 1, 1986; \$150.00, effective July 1, 1987) worth of uniforms at the Board's expense.

(2) Foremen shall receive the uniform allowance in June.

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

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

(3.2) Foremen shall wear blue uniforms; however, white shirts may be worn in lieu of blue shirts.

(3.3) All uniform items shall match in color. White socks, in lieu of black, may be worn for health reasons.

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

(3.5) Overalls or coveralls may be worn by the heating and ventilating, paint, plumber, grounds, auto mechanic, and carpenter Foremen only. The heating and ventilating, grounds, carpenter, plumber, and auto mechanic Foremen may wear blue overalls or coveralls in lieu of blue pants. The paint Foremen may wear white trousers or overalls with a white shirt in lieu of blue trousers or overalls.

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

(3.7) Long or short sleeved shirts may be worn but long sleeved shirts should not be rolled above the elbow. Shirts and blouses must be plain. Lace, embroidery, stripes and other decorations are not approved.

(3.8) Sweaters may be worn over the collared blouse or shirt as long as the sweater is plain blue and appears to match

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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.

(4) Foremen will be provided with \$100.00 annually toward the purchase of necessary safety equipment, including safety shoes and safety glasses. Foremen are required to wear the appropriate safety equipment at all times on the job.

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

Section J U. S. Savings Bonds

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

Section K Mileage Reimbursement

Mileage reimbursement for approved business use of personal car will be the maximum rate allowable under the Internal Revenue Code before such amount becomes taxable as income. Reimbursement shall be made in June for the previous year. A daily log of mileage shall be kept and shall be submitted with the Employee Reimbursement Request for annual reimbursement.

Section L Overtime Pay

(1) Time and one-half of the Foreman's regular rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions:

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

(1.2) If compensatory time off is used as the method of paying for overtime work, the overtime rate of pay shall be one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked.

(2) Overtime pay for work done for organizations outside normal school activities in preparation for and operation of their projects on District property, shall be at the building trades rate.

(3) A Foreman not scheduled for regular work hours who is called to work on a Sunday shall be paid 200 percent of the regular hourly rate times the number of hours worked.

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(4) A Foreman called to work on a holiday shall be paid in addition to the holiday pay 200 percent of the regular hourly rate times the number of hours worked.

(5) Overtime work shall be voluntary except in emergencies. There shall be no discrimination against a Foreman who declines to work overtime.

(6) A Foreman who is called in to work in an emergency and/or at a time other than normal work hours shall be paid a minimum of three (3) hours at the overtime rate.

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

(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.

Section M Staff Development

(1) Foremen employed on September 1, 1983 shall receive additional pay for the approved schooling hours accumulated to that date. The amount shall be paid in lump sum on the second pay period ending in December of each year to eligible Foremen employed on December 15. Foremen shall be reimbursed at a rate of \$100.00 per 100 clock hours of credit up to a maximum of 500 clock hours.

(1.1) A Foreman who holds a certified masters license in the department supervised may equate such license to 300 clock hours of credit.

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

(3) \$1000.00 shall be provided to reimburse Foremen for tuition costs for courses completed during the period July 1 through June 30. The procedure outlined below shall be followed in administration of the reimbursement program:

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

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(3.2) Foremen shall submit a request for reimbursement for courses taken during each fiscal year (July 1-June 30) on forms provided with an official transcript of credits by July 15 of the following year. Reimbursement shall be made during the following August to Foremen who are employed in the District at that time.

(3.3) Foremen shall be entitled to receive full reimbursement of tuition costs providing the \$1000.00 each year is sufficient to meet all claims. In the event the cost of the claims exceeds the appropriation, reimbursement shall be made on a pro rata basis.

Section N Vehicle Use

(1) Foremen shall be allowed to drive School District vehicles to and from work. It is understood that use of School District vehicles shall be for portal to portal carriage. No other personal use of School District vehicles is authorized.

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

Section P Longevity

(1) Longevity entitlement for full-time Foremen shall be as follows: and paid the first pay in December.

<u>Years</u>	<u>1985-86</u>	<u>Amt.</u>	<u>1986-87</u>	<u>Amt.</u>	<u>1987-88</u>	<u>Amt.</u>
5 hired prior to:	7/1/80,	\$675	7/1/81,	\$725	7/1/82,	\$825
10 hired prior to:	7/1/75,	\$800	7/1/76,	\$850	7/1/77,	\$950
15 hired prior to:	7/1/70,	\$900	7/1/71,	\$950	7/1/72,	\$1050
20 hired prior to:	7/1/65,	\$1000	7/1/66,	\$1050	7/1/67,	\$1150

(2) Employment must be on a continuous basis; and a Foreman must be employed on December 1 each year in order to qualify for payment.

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

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Section Q Wage Schedule

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

Classification	1	2	Maximum 3
Electrical	\$12.62	\$12.96	\$13.44
Plumbing	12.35	12.70	13.16
Heating and Ventilating	12.37	12.73	13.19
Carpentry/Roofer Masonry	12.40	12.76	13.21
Paint	12.02	12.35	12.81
Auto Mechanic	12.20	12.51	12.95
Grounds	11.90	12.20	12.61
Auto Mechanic (Assistant)	11.72	11.86	11.95

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

Classification	1	2	Maximum 3
Electrical	\$13.38	\$13.74	\$14.25
Plumbing	13.09	13.46	13.95
Heating and Ventilating	13.11	13.49	13.98
Carpentry/Roofer Masonry	13.14	13.53	14.00
Paint	12.74	13.09	13.58
Auto Mechanic	12.93	13.26	13.73
Grounds	12.61	12.93	13.37
Auto Mechanic (Assistant)	12.42	12.57	12.67

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

Classification	1	2	Maximum 3
Electrical	\$14.18	\$14.56	\$15.10
Plumbing	13.88	14.27	14.79
Heating and Ventilating	13.90	14.30	14.82
Carpentry/Roofer Masonry	13.93	14.34	14.84
Paint	13.50	13.88	14.39
Auto Mechanic	13.71	14.06	14.55
Grounds	13.37	13.71	14.17
Auto Mechanic (Assistant)	13.17	13.32	13.43

(3) A Foremen who works on a second shift shall receive an additional eighteen (18) cents per hour.

(4) A Foremen who works on a third shift shall receive an additional twenty-four (24) cents per hour.

ARTICLE XI DURATION OF THE AGREEMENT

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

(2) This Agreement shall continue in full force until 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 or change 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

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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 _____

By James J. Kurbland
President, Board of Education

By John Lane Bles
Secretary, Board of Education

Date 9-29-86

By Sherman Robinson
Foremen's Association Representative

By Steven Jones
Foremen's Association Representative

Latest Agreement, Forman's Association, 1982-83

wherein this section is hereby amended (7)

(1) Section of the Association of 1982-83 shall be null and void.

This Agreement shall become effective December 13, 1982.

BOARD OF EDUCATION

By [Signature] Date 12/13/82
President, Board of Education

By [Signature] Date 12/13/82
President, Board of Education

By [Signature] Date 12/13/82
President, Board of Education

By [Signature] Date 12/13/82
President, Board of Education