

6/30/86

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

1983-1986

*Pontiac School District*

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

This Agreement is entered into this the 16th day of February, 1984, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "BOARD," and the United Skilled Maintenance Trades Employees, hereinafter called the "UNION," pursuant to Act 379 of the Michigan Public Acts of 1965.

**ARTICLE I PURPOSE AND INTENT**

(1) The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee, and the Union. The Board and the Union shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. In this regard, the worth and dignity of each individual shall be honored and respected.

(2) During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision in the Agreement.

(3) The Board shall not negotiate with any other group or organization claiming representation during the term of this Agreement.

(4) The Union shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director Employee Relations or Board designee as representative of the Board to discuss and study matters of mutual interest concerning the Board and the Union which fall outside the provisions of the Agreement.

(5) The Union, employee and Board agree the provisions of the agreement shall be applied equally and without favor to all employees without discrimination as to sex, marital status, race, color, creed, national origin, handicap or political affiliation.

**ARTICLE II RECOGNITION**

The Board recognizes the Union as the exclusive bargaining representative "in respect to wages, hours of employment, or other conditions of employment" for all Painters,



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Carpenters, Heating and Ventilating Employees, Electricians, Plumbers, and Roofer-Masons, including journeymen, apprentices, and helpers in such classifications, exclusive of Foremen and Assistant Foremen, employed in the District.

### ARTICLE III BOARD RIGHTS

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

### ARTICLE IV UNION RIGHTS

(1) Bulletin boards shall be provided in the Service Building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the interschool mailing system for distribution of notices to be posted. A copy of any notice shall be forwarded to the Board on request.

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

(3) During each year of this Agreement, ten (10) days of released time shall be granted the president for the purpose of conducting Union business. Requests for released time use by the president shall be made in writing and approved in advance by the Executive Director Employee Relations.

(4) During the life of this Agreement, ten (10) days or a total of eighty (80) hours shall be granted the Union for the purpose of negotiations.

### ARTICLE V UNION SECURITY

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

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



(2) Employees hired after the effective date of this Agreement for a position providing forty (40) hours of employment per week shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Union by the tenth day after the thirtieth day following their probationary employment.

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

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

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

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



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## 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 exclusive of a one-half (1/2) hour uninterrupted lunch period.
- (2) The normal work week shall consist of forty (40) hours.
- (3) The time of lunch, or off period, may be determined by the immediate supervisor.
- (4) The first shift shall normally be from 7:00 A.M. to 3:30 P.M.
- (5) In the first year of this Agreement, the Board and the Union will study the possibility of implementing a four (4) day work week.

### Section B Rest Periods

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

## ARTICLE VII OTHER CONDITIONS OF EMPLOYMENT

### Section A Advancements

- (1) A new employee in the journeyman classification shall be on probation for four (4) months, by the end of which period the employee must receive a recommendation for continued employment from the Executive Director Physical Plant Services and Personnel Department in order to secure regular employment status.
- (2) A helper advanced to a journeyman classification shall be on probation for four (4) months and shall meet the requirement outlined in Item I of this Section by the end of the probationary period in order to secure regular status in the journeyman classification.
- (3) Within sixty (60) days following the completion of the four (4) month probationary period, an individualized



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schooling program shall be developed for employees classified as helpers. This program shall define the requirements for the helper to become a journeyman and shall include a schedule for completion of the program related to the job. The program shall be developed jointly by the employee's foreman, Executive Director Physical Plant Services, Union and Personnel Department. Until the requirements of the program have been met the employee shall remain classified as a helper.

(4) Within sixty (60) days following the completion of the four (4) month probationary period, an individualized schooling program shall be developed for employees classified as apprentices who are not enrolled in a recognized external apprenticeship training program. The District developed program shall provide the training needed for the apprentice to become a District journeyman and shall include a schedule for completion of the program. The District program shall be developed jointly by the employee's foreman, Executive Director Physical Plant Services, Union and Personnel Department. Until the requirements of the District or external program have been met, the employee shall remain classified as an apprentice.

(5) Helpers shall be placed at their current experience level in the journeyman's classification when promoted.

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

**Section B Postings**

(1) For the benefit of interested employees, position openings shall be posted seven (7) calendar days prior to the filling of the vacancy.

(2) Applicants shall be advised of how the position is filled within fourteen (14) days after the posting.

**Section C Seniority**

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



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(2) An employee continued in employment for more than four (4) months shall have seniority rights within the Union; such seniority shall be computed from the date of employment in the Union.

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

(4) Part-time employees shall not gain seniority status. Employees hired for a specific period of time or employees not on full-time status are defined as part-time employees.

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

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

(5.2) 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;

(5.3) Following a layoff for lack of work or funds, he/she fails or refuses to notify the Board of his/her intention to return to work within fourteen (14) calendar days after written notice, sent by certified mail, of such recall is sent to his/her last address on record with the Board or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later;

(5.4) Fails to request a leave of absence, or does not return 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;

(5.5) 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.

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

(6) Employees entering the Armed Forces shall accumulate seniority during their period of military service and shall be reinstated upon their release from service in a position



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equal to the one formerly held.

(7) The board shall maintain an up-to-date seniority list at all times and make this list available to the Union upon request at least once a year.

**Section D Health Requirements**

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

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

(3) In the event a partial disability could affect an employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify ability to perform assigned responsibilities; cost of such examination shall be borne by the Board.

**Section E Discipline and Discharge**

(1) Verbal reprimand of an employee shall be done in a discreet manner and not in front of other workers.

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

(3) At the option of the Personnel Department, an employee 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 for insubordination, failure to perform duties properly, neglect of duty, incapability, or improper conduct. Discharge shall not be used without just cause.

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

(6) The Union will be notified five (5) days in advance of discharge of an employee where practical.



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## Section F Safety Committee

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

## Section G Evaluation

(1) An employee shall receive a copy of a written evaluation each calendar year of employment. This evaluation shall be reviewed and signed by the employee, the foreman, and the Executive Director Physical Plant Services and forwarded to the Personnel Department.

(2) Employee signature on the written evaluation shall mean the employee has seen and reviewed the evaluation. It is not interpreted to mean agreement with the contents of the evaluation. The employee may submit appropriate written notations.

## Section H Layoff

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

(1.1) The necessary number of apprentices and/or helpers shall be removed first from the affected department according to departmental seniority. When two (2) or more apprentices and/or helpers in the affected department have the same departmental seniority date, then the date of employment by the Board will determine the least senior employee(s) to be laid off.

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

(2) Employees to be laid off shall 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 notice shall be sent to the Union 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 employees immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall be regulated by seniority application.

(4) During the term of this Agreement no employee who was hired before July 1, 1983, shall be laid off or reduced in classification unless there is a closing of all schools because of financial reasons.

### Section I 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. Recall shall be by written notice, sent by certified mail, to the employee's last known address on file with the Board and shall require the employee report for work within fourteen (14) calendar days after of delivery or proof of non-delivery. The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within fourteen (14) calendar days after written notice of such recall is sent by certified mail or, having notified the Board of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the Board for his/her return, whichever is later.

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

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

### Section J Retirement

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



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## ARTICLE VIII GRIEVANCE PROCEDURE

### Definition

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

### Informal Appeal

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

### Level One

The grievance must be presented to the appropriate supervisor within five (5) work days after the date of the occurrence of the grievance; however, under extenuating circumstances, an extension of thirty (30) calendar days may be granted. A written response will be provided within five (5) work days.

### Level Two

If the employee 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 grievances at Level Two who shall review the claim and provide a hearing within five (5) work days of receipt of the claim. Union representative(s), Board representative(s) and grievant shall be present at this hearing. The administrator designated to conduct the Level Two hearing shall issue a written decision to the Union President 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 in writing within five (5) work days of the Level Two response with the administrator designated to hear grievances at Level Three. Upon receipt of the claim, a hearing shall be scheduled within five (5) work days. A written decision shall be issued to the Union President and the grievant within five (5) work days after the hearing.

### Level Four

If the Union is not satisfied at Level Three, the Union may request arbitration within fifteen (15) work days after receipt of the decision from Level Three, and by written notice to the Board. The cost of the arbitrator's services,



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including expenses if any, shall be borne equally by the Board and the Union.

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

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

#### Union Representation

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

#### Time Limits

No grievance shall be processed unless it is presented within five (5) work days of its occurrence or thirty (30) calendar days of knowledge of its occurrence should extenuating circumstances exist. The time limits set forth in Level One through 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 Union fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer. In the event the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the Union's grievance shall be automatically moved to the next level.



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## ARTICLE IX PAID LEAVE

### Section A Sick Leave

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

(1.1) Personal illness 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild).

(1.3) Other reasons approved by the Personnel Department.

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

(3) The unused portion of the annual sick leave shall accumulate for a maximum of 180 days.

(4) An employee receiving Workers' Disability Compensation shall have time deducted from the accumulated sick leave at the rate of one-half (1/2) day for each day compensation is received. The total income received from Workers' Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.

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

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

### Section B Approved Leave Days

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

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



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(3) Approved Leave days shall not be cumulative.

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

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

(4.2) Religious holidays which require absence from work.

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

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

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

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

(5) Requests for Approved Leave for reasons other than those specified in Item 4 of this Section may be submitted to the appropriate Personnel Director.

#### Section C Approved Military Reserve Leave

Full-time employees required to serve annual training duty as a part of their military obligation to the U.S. Government shall receive the difference between the reservist's base pay and the regular District pay up 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 regular pay rate of the full-time employee for time lost due to serving on jury duty. The employee is entitled to keep mileage reimbursement received for serving on jury duty.

#### ARTICLE X LEAVE OF ABSENCE WITHOUT PAY

(1) A Leave of Absence without pay may be authorized for a full-time employee upon recommendation of the Personnel Department as follows:



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(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 Personnel Department accompanied by proof of personal illness, disability or quarantine which has been certified by the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition; cost of such examination shall be borne by the Board

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

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

(1.2.1) To apply for such 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 employee to attend to family needs.

(2) To be eligible for a Leave of Absence, an employee 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) years. Seniority shall be broken and employment terminated if a written request and appropriate certification for Leave renewal is not made annually, or the employee 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 on return from a Leave of Absence, but reasonable effort will be made to return the employee to the original position or one commensurate with the employee's training or experience as vacancies are identified. If more than one (1) employee is waiting for vacancies to be identified, the one with the most seniority shall be placed first.



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## ARTICLE XI ECONOMIC BENEFITS

### Section A Health Benefits

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

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

(1.2) Employees hired on or after February 1, 1983 shall become eligible for benefits on the first day worked, except for those employees becoming eligible during an open enrollment period. Their benefits will begin the first day of the month following the enrollment period.

(1.2.1) 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.

(1.3) 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 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 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 plans insuring the employees and their families, group as well as individual contracts.

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

### Section B Life Insurance

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 for full time employees who have completed their four (4) month District



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probationary period and 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 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. Such protection shall be in accordance with the provisions of the insurance carrier.

### Section C Dental Benefits

(1) The Board shall provide dental benefits to full-time employees who apply which provides 100% payment of basic dental services and 90% payment of prosthodontic services and 90% payment of orthodontic services. Basic dental and prosthodontic services shall have a maximum of \$1,200 per family member per year; orthodontic service shall have a lifetime maximum of \$900. Such coverage shall be in accordance with the provisions of the provider.

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

### Section D Liability Insurance

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

### Section E Optical Benefit

Effective January 1, 1984, the Board shall provide to employees who apply a group optical program, the cost of which shall not exceed fifty dollars (\$50.00) per employee per year. In the event that the cost does exceed the fifty dollar (\$50.00) limit, the employee shall pay the additional cost. The Board and the Union shall jointly determine the specifications of the coverage.

### Section F Long Term Disability Insurance

(1) The Board shall provide a standard long term disability coverage for full time employees who apply and who have completed the probationary period with payment of sixty (60) percent of the employee's normal gross earnings not to exceed \$1,000 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 Workers Disability Compensation benefits, from Michigan School Employees Retirement fund benefits from



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the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veteran's 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 G Retirement Pay

An employee who retires and who is certified by the State Retirement Board to begin receiving retirement payments under one of the state retirement plans, shall receive pay at the employee's current rate at the time of retirement for the number of sick leave days the employee has accumulated, amount of pay not to exceed forty-two (42) days computed as follows: one-half (1/2) of the first forty (40) days in the sick bank plus one (1) day for each ten (10) remaining days to a maximum of one hundred (100) days in the sick bank plus two (2) days for each ten (10) days in the sick bank between one hundred (100) and one hundred eighty (180) days. Presentation to the appropriate Personnel Director of the retirement card indicating the retirement number issued by the Retirement Board to the retiree shall be sufficient to receive retirement pay.

#### Section H Vacation

(1) Six (6) days vacation with pay shall be granted to full-time employees with six (6) months service; service must begin prior to January 1 of the year in which the vacation is to be taken.

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



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days; August - 10 days; and July - 11 days.

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

(4) Full time employees with five (5) to fourteen (14) years of service shall be granted one (1) additional day per year beyond eleven (11) days vacation until a maximum of twenty-one (21) days vacation is achieved after fourteen (14) years of service.

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

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

(6) Vacation days shall not be taken prior to being earned and certified on June 30, with the following exceptions:

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

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

(6.3) Vacation days must not interfere with the orderly and efficient operation of each department. Vacation



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days requested will be approved when no substitute is needed and when the work load is such that the employee's absence will not work an undue hardship on the board.

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

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

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

(10) An employee 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.

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

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

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

(14) Employees shall have one (1) additional vacation day added to the vacation entitlement certified on June 30 of that fiscal year to be taken the next fiscal year for every three (3) days which the employees work when all schools are closed for inclement weather.

### 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, December 31, and the employee's birthday are holidays without loss of pay for the full-time employee providing the employee works the last work day prior to the holiday and the first work day after



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the holiday unless excused through legitimate illness. The Board may require a doctor's statement that the employee was sick on the last work day prior to the holiday and/or 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 if school is not in session. (If Friday is already a holiday, then the following Monday will be a holiday if school is not in session. If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees may not receive the same day but will be scheduled based on the District's needs.

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

**Section J Tuition Reimbursement**

(1) The progress of the apprentice on related instruction shall be evaluated each anniversary of the apprenticeship by the foreman and reviewed by the Joint Apprenticeship Committee. If satisfactory progress has been made in both schooling and work experience, the full time employee shall be reimbursed two-thirds (2/3) of the tuition expense for the previous year and shall receive full pay at straight time rate for all hours of school attendance as a part of the apprenticeship program requirements.

(2) If satisfactory progress has been made in the helper's schooling and work experience, the full time employee shall be reimbursed two-thirds (2/3) of the tuition expenses for the previous year.

(3) A maximum of \$200 per year will be budgeted to reimburse full-time journeymen for tuition costs of courses taken related to position responsibility and approved in advance. Employees shall submit required information by June 30. Payment will be made the following September for Journeymen employed at that time. Payment will be prorated if the total claim exceeds \$200.00.

(4) Each fiscal year, the Board shall establish the equivalent of two (2) staff development sessions. A session is defined as an eight (8) hour nonwork day. Attendance at these sessions will be encouraged, but not required. Employees who participate in these sessions will be paid at



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the staff development rate of six dollars (\$6.00) per hour. The plans for these staff development sessions shall be developed jointly by the Union and the Board.

**Section K Uniforms**

(1) Full-time employees who have completed their probationary period on or before June 30 shall be entitled to purchase \$120.00 worth of uniforms at the Board's expense.

(2) Full-time employees who complete their probationary period after June 30 but prior to January 1 shall receive fifty (50) percent of the uniform allowance.

(3) Employees shall receive the uniform allowance in June.

(4) Employees in the bargaining unit shall be provided fifty dollars (\$50.00) annually toward the purchase of safety shoes. Employees are required to wear safety shoes.

(6) Employees shall be provided a Car Hart insulated jacket and bib overalls for use at the work-site. It shall be the employee's responsibility for the proper care and cleaning of the jacket and overalls, which shall be replaced by the Board on a normal wear-out basis.

**Section L U.S. Savings Bonds**

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

**Section M 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) Employees working the second shift shall receive a shift differential of eighteen (18) cents per hour.

(3) Employees working the third shift shall receive a shift differential of twenty-four (24) cents per hour.

**Section N Overtime Pay**

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



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(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 or accumulated sick leave entitlement will count toward the forty (40) hours.

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

(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) An employee 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.

(4) An employee 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 distributed equally to employees working within the same classification. A continuous record of the overtime hours charged to each employee shall be posted on the department bulletin board monthly.

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

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

(7) An employee called 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.

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



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

## Section O Higher Classification Rate

A journeyman designated as a substitute foreman shall be paid at the rate of 113.5 percent of the journeyman hourly rate, exclusive of longevity rates for the same classification.

## Section P Wage Schedule

(1) The wage schedule for journeymen and helpers to take effect July 1, 1983, and to cover the period of employment through June 30, 1984, shall be as follows:

Classification	Hourly Rate	Longevity Hired Prior to 7-1-78 (5 years)	Longevity Hired Prior to 7-1-73 (10 years)	Longevity Hired Prior to 7-1-68 (15 years)
<b>Journeyman</b>				
Electrician	\$9.47	\$9.53	\$9.63	\$9.69
Plumber	9.36	9.42	9.52	9.58
Roofer-Mason	9.36	9.42	9.52	9.58
Heating and Ventilating	9.36	9.42	9.52	9.58
Carpenter	9.36	9.42	9.52	9.58
Painter	9.20	9.26	9.36	9.42
<b>Helper</b>	<b>8.84</b>	<b>8.90</b>	<b>9.00</b>	<b>9.06</b>

(2) The wage schedule for journeymen and helpers to take effect July 1, 1984, and to cover the period of employment through June 30, 1985, shall be as follows:

Classification	Hourly Rate	Longevity Hired Prior to 7-1-79 (5 years)	Longevity Hired Prior to 7-1-74 (10 years)	Longevity Hired Prior to 7-1-69 (15 years)
<b>Journeyman</b>				
Electrician	\$10.28	10.53	10.64	10.69
Plumber	10.17	10.42	10.53	10.58
Roofer-Mason	10.17	10.42	10.53	10.58
Heating and Ventilating	10.17	10.42	10.53	10.58
Carpenter	10.17	10.42	10.53	10.58
Painter	10.01	10.26	10.37	10.42
Helper	9.65	9.90	10.01	10.06



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(3) Apprentice schedules shall be as follows:

## (3.1) Four Year Apprenticeship Program

## Time Period Wage

On employment	75% of journeyman hrly. rate in effect, exclusive of longevity rates								
At end of									
6 months	77 1/2%	"	"	"	"	"	"	"	"
12 months	80%	"	"	"	"	"	"	"	"
18 months	82 1/2%	"	"	"	"	"	"	"	"
24 months	85%	"	"	"	"	"	"	"	"
30 months	87 1/2%	"	"	"	"	"	"	"	"
36 months	90%	"	"	"	"	"	"	"	"
42 months	92 1/2%	"	"	"	"	"	"	"	"
48 months	95%	"	"	"	"	"	"	"	"

## (3.2) Three Year Apprenticeship Program

## Time Period Wage

On employment	75% of journeyman hrly. rate in effect, exclusive of longevity rates								
At end of									
6 months	78%	"	"	"	"	"	"	"	"
12 months	81%	"	"	"	"	"	"	"	"
18 months	85%	"	"	"	"	"	"	"	"
24 months	88%	"	"	"	"	"	"	"	"
30 months	91%	"	"	"	"	"	"	"	"
36 months	95%	"	"	"	"	"	"	"	"

(3) Helpers entering apprenticeship training who earn a wage in excess of that called for on the adopted schedule for apprentices shall remain at that wage until such time as they would qualify for wage increases on the apprenticeship schedule, except that commencing with July 1, 1980, the amount will be adjusted equivalent to the percent change for the preceding calendar year according to the Detroit Consumer Price Index and for each succeeding calendar year after that date.

(4) Helpers or operational employees who become apprentices and who previously received additional pay for credits earned in courses taken from institutions approved by the appropriate Personnel Director may transfer those courses applicable to their trade to the related instruction requirements. However, such apprentices cannot qualify for



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additional pay for non-related course work.

### Section P Reopeners

(1) All economic provisions of this Article may be reopened at the request of either party on or before June 30, 1984.

(2) The wage schedule for the third year of this Agreement may be reopened at the request of either party on or before June 30, 1985.

### ARTICLE XII WAGE ADJUSTMENTS

Wage increases shall be retroactive to July 1, 1984, to active employees at time of the ratification of this Agreement.

### ARTICLE XIII DURATION OF THE AGREEMENT

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

(2) This Agreement shall continue in full force and effect until June 30, 1986.

(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 16 February 1984.



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Date 12/6/84

BOARD OF EDUCATION  
By *Stephanie A. Desjardins*  
President, Board of Education

By *Gail C. Henderson*  
Secretary, Board of Education

Date Dec. 5, 1984

USMTE

By *Howard J. Whitney*  
President, United Skilled  
Maintenance Trades Employees

By *Robert C. Lewis*  
Secretary, United Skilled  
Maintenance Trades Employees