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6/30/2000

**MASTER AGREEMENT**

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS

LOCAL 214

July 1, 1997 - June 30, 2000

(SECRETARIAL)

*Ann Arbor Public Schools*

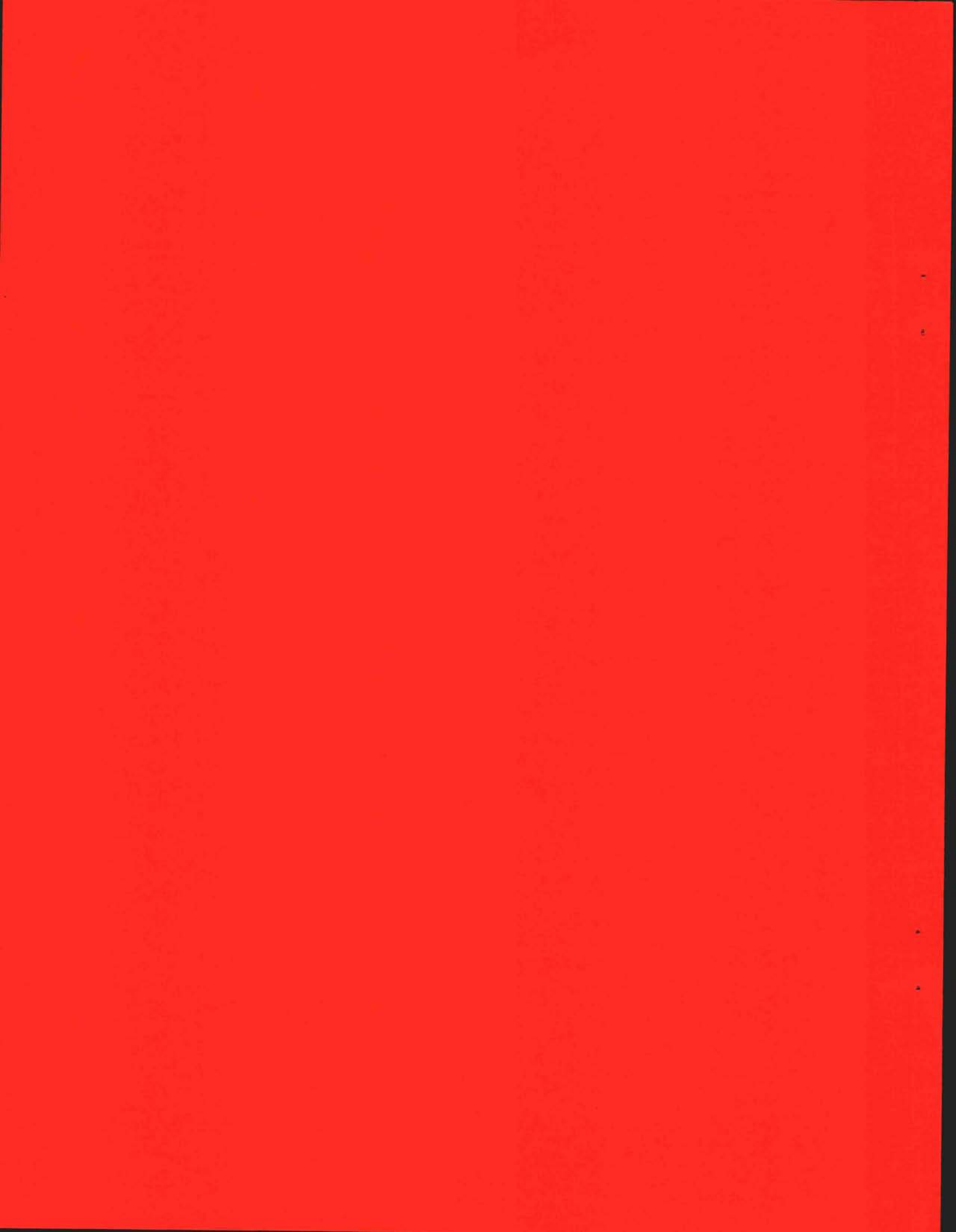


TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	Recognition.....	1
II.	Union Security.....	2
III.	Board Rights.....	3
IV.	Hours of Work.....	4
V.	Work Loads and Assignments.....	5
VI.	Compensation.....	6
VII.	Stewards.....	7
VIII.	Vacancies, Promotions, and Transfers.....	7
IX.	Discharge, Demotion and Discipline.....	9
X	Layoff and Recall.....	9
XI.	Resignation.....	12
XII.	Sick Leave and Leave of Absence.....	12
XIII.	Health and Welfare.....	15
XIV.	Worker's Compensation.....	16
XV.	Continuing Education.....	17
XVI.	Holidays and Vacations.....	17
XVII.	Negotiations Procedures.....	18
XVIII.	Grievance Procedure.....	19
XIX.	Classification of Position.....	20
XX	Miscellaneous Provisions.....	20
XXI.	Duration of Agreement.....	23
APPENDIX A	Salary Schedule.....	24
APPENDIX B	Secretarial Clerical Job Classifications.....	26
APPENDIX C	Verification of Illness.....	28
	Memoranda of Agreement.....	30

MASTER AGREEMENT

for

THE ANN ARBOR BOARD OF EDUCATION

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

This Agreement entered into this first day of July 1997, by and between the BOARD OF EDUCATION of the City of Ann Arbor, Michigan hereinafter called the "Board" and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union."

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all regular educational secretaries and personnel regularly engaged in secretarial and clerical work in the Ann Arbor Public Schools, except those excluded from the unit pursuant to the exclusion paragraph immediately below. "Regular" and "regularly engaged" shall mean secretaries working a set schedule from week to week of at least 20 hours per week for an unspecified duration. All personnel shall, unless otherwise indicated, hereinafter be referred to as "secretaries," and reference to female personnel shall include male personnel. Exclusions are as follow: Secretary to the Superintendent, Secretary to the Executive Director for Human Resource Services, Secretary to the Deputy Superintendent for Planning and Business Services, Secretary to the Board of Education, Secretary to the Deputy Superintendent for Instructional Services, Secretary to the Executive Director for Information Services, Secretary to the Assistant Superintendent for Community Services, Secretary to the Assistant Superintendent for Instructional Supervision and Support, Secretary to the Executive Director for Instruction, Secretary to the Executive Director for Research and Instruction, Secretary to the Executive Director for Administrative Services, Secretary to the Director for Human Resource Services, Department Secretaries, Supervisors, teacher clerks, substitutes taking the place of absent bargaining unit members, and personnel hired for limited ad hoc purposes or seasonal activities of no more than ten (10) consecutive weeks for any part of the months of June, July, and August only.

B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual secretary from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

C. It is mutually agreed and understood that this Agreement shall require the signed approval of the Business Representative of the Union, the President and the Secretary of the Board of Education of the Public Schools of the City of Ann Arbor, Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Board.

## ARTICLE II

### Union Security

A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. All Employees in the bargaining unit, recognized by this contract, shall as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual dues. For present employees, such payments shall commence with the first pay 31 days after the effective or execution date hereof, whichever is later, and for probationary employees with the first pay 61 days after the date of employment.

C. If any provisions of this Article are invalid under Federal Law or Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State and City Law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.

D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations signed by such employee, allowing such deductions and payment to the Union.

- (1) Amount of initiation fees and dues will be certified to the Board by the Secretary-Treasurer of the Union.
- (2) Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union Dues and initiation fees.
- (3) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the Board.

E. The Union agrees to save the Board harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.

F. In the event that an authorization to deduct is not signed by a secretary, the services of such secretary shall be discontinued thirty (30) days after notice of the fact is given to the Board if the secretary has not made such an authorization by that time. Back dues shall not be imposed upon secretaries for a period prior to notification of the Board by the Union that the secretary has refused to authorize the deduction.

G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Union and its members may make reasonable use of Board of Education equipment, so long as such use does not interfere with the operation of the Board of Education. The Union may post notices on any bulletin board ordinarily designated for Union use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries, together with information which may be necessary for the Union to process any grievance or complaint.

### ARTICLE III

#### Board Rights

A. The Union recognizes that the Board is legally responsible for the operation of the entire public school system within the boundaries of the School District of the City of Ann Arbor and that, under Michigan Law, the Board has the necessary authority to discharge all of its responsibilities. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of educational policies, the construction, acquisition, and maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, discipline, promotion and termination of staff members, and establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide their qualifications.

B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Union and opportunity for the Union to express any concerns and objections it might have.

C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules

or regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

#### ARTICLE IV

##### Hours of Work

A. The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday.

B. The Board recognizes the principle of a standard forty (40) hour work week and will set work schedules and make work assignments which can reasonably be completed either within or outside of any school building.

C. Any secretary authorized by her supervisor to work beyond the normal eight (8) hour day or the normal forty (40) hour week shall be compensated in overtime pay. The rate of pay shall be one-and-one-half times the hourly rate of the particular secretary involved according to her current rate. (Fifteen (15) to thirty (30) minutes constitutes one-half (1/2) hour of overtime work and thirty-one (31) to sixty (60) minutes constitutes one (1) hour of overtime work.)

D. All secretaries shall be entitled to a duty free uninterrupted lunch period.

E. Secretaries who work an eight hour day will be provided a fifteen (15) minute relief period in the morning and in the afternoon. Secretaries who work up to six (6) hours per day will be provided one (1) fifteen (15) minute relief period.

F. Except as otherwise provided, any secretary requested to work on a holiday or Sunday shall be compensated in overtime pay. The rate of pay shall be two (2) times the hourly rate of the particular secretary involved according to her/his current rate.

G. Absences of up to one (1) full working day caused by accidents and up to one-half (1/2) working day for weather conditions or other Acts of God making transportation extremely hazardous in the reasonable opinion of the Board will be excused and not treated as deductions from sick leave credits or pay, provided the employee has notified his/her appropriate building principal or administrative head as soon as reasonably possible. This section applies only to such occurrences at the employee's residence and/or normal travel to and from work.

H. For any less than twelve (12) month personnel, in case of a change in the reporting date of an employment year, the Board shall, by certified mail or other provable means of delivery:

- (a) Give at least thirty (30) days notice if the date is earlier than previously set;
- (b) Give at least two (2) weeks notice if the date is postponed.

I. In case of a change of terminal date of an employment year for any less than twelve (12) month personnel, the Board shall:

- (a) Give at least thirty (30) days notice if the year is to be extended;
- (b) Give at least two (2) weeks notice if the year is to be shortened.

In the event of imposition of either "(H)" or "(I)" above, however, the Board may, if timely notice cannot be given, resort to temporary outside help when members of the bargaining unit cannot make themselves available, such outside help to be used only for the portion of time that the secretary cannot be available.

J. The secretary and his/her supervisor may mutually agree to reschedule up to 4 days of the secretary's work year for better management of the workload at the worksite. These days must be directly associated with the beginning, semester break and/or end of the school year. Days may be rescheduled only within a work year, may not be rescheduled into another work year, and must not require the use of a substitute secretary. Both parties must agree to this plan voluntarily and the change must be recorded on the appropriate form.

- K. (1) Up to five work days each year for the High School counselor secretaries, secretaries who work for the counseling department, and records secretaries may be rescheduled. If it is necessary to reschedule days under this provision, the secretary and her/his supervisor will make a reasonable effort to reschedule days in a manner which maintains the most effective service to students. Days will be rescheduled for the purpose of completing work and/or providing necessary service that cannot be accomplished during the secretary's regularly scheduled workyear.
- (2) If the supervisor and secretary do not agree on the rescheduling of these days, the Office of Human Resources Services will make the final determination after consulting with the supervisor, secretary, and a union representative if requested.
- (3) The secretary's workyear, including all rescheduled days must be defined by October 1 of each school year and may not be changed without the mutual consent of the supervisor and secretary.

## ARTICLE V

### Work Loads and Assignments

A. The primary responsibility of the secretary shall be in the performance of secretarial or clerical duties as reasonably so defined or in the past practiced, and except in cases of emergency, secretaries shall not be assigned work normally the responsibility of non-secretarial personnel. Secretaries shall not be required to assume responsibilities of certified or licensed personnel.

B. The Board shall take all reasonable measures to equalize work assignments and work loads. At the elementary level, the ratio of secretarial help to pupil enrollment as of the official enrollment date shall be as follows: one (1) secretary to 500 pupils, one and one-half (1 1/2) for 501 to 750 pupils, and two (2) secretaries for over 750 pupils. At the junior high level there shall be a minimum of three (3) full time secretaries for an enrollment of 1,000 pupils as of the official



enrollment date. At the senior high, the number of secretaries employed shall be determined by the demands of the program, but in no instance shall the ratio be less than three (3) secretaries per 1,000 pupils. The American Library Association standards shall be used as a guide for determining the number of non-professional library personnel.

C. Under no circumstances will a secretary be required to work as the sole occupant of the building, but salary will be forfeited for hours lost.

D. The Board will attempt to provide training to secretaries placed in a new position. In addition to training for a new position, the Board may provide in-service in areas such as first aid. However, this provision shall not be subject to the grievance procedure.

## ARTICLE VI

### Compensation

A. The hourly rates of pay for secretaries are set forth in Appendix A (to be paid in accordance with job classifications in Appendix B). Each secretary shall advance through the Wage Schedule by yearly steps effective July 1 of each year. Employees whose date of hire is between July 1 and December 31 shall receive their increment effective the following July 1 and individuals hired between January 1 and June 30 will not receive their increment until one (1) year from their initial July 1.

Secretaries may have all pays deposited directly by the Board into their accounts at any Ann Arbor Bank or the Wayne Out County Teachers Credit Union. If secretaries elect to have payroll checks deposited in a bank, they must specify one account. No changes in this election may be made for the period of any one (1) employment year.

B. Effective July 1, 1985 less than twelve (12) month secretaries shall choose either twenty-six (26) pays or twenty-two (22) pays (these may vary depending on the calendar) and will include the anticipated paid days for that year.

C. All less than twelve (12) month secretaries must notify the Payroll Office of their choice of pay option by 5:00 P.M. of the Friday of the second week of employment. There shall be no deviation from this policy following the above stated time for notification, nor shall payment of money accumulated for the summer checks for those choosing twenty-six (26) pays be made. Secretaries who have not made their selection by the above deadline shall be placed on twenty-six (26) pays. Individuals who wish to change their pay option may do so by written notice to the Payroll Office by July 1 for the following school year.

D. Paid legal holidays covered by this Agreement are shown in Article XVI.

E. Salary deduction for time lost shall be computed as follows: the secretary's hourly rate of pay multiplied by the actual working hours lost.

F. The Board agrees to release each year for up to three (3) days each, three (3) secretaries (to be delegated by the Union) to attend the annual State Meeting of the Michigan Association of Educational Office Personnel without loss of

salary. The Board shall also release for up to three (3) days each year one (1) secretary (elected by the Union) to attend as delegate the Teamsters International Convention, also without loss of salary.

G. The Board agrees to release up to seven (7) secretaries each year to attend in-service/seminars in which job skills will be enriched. Mutual agreement must be reached by the Board and the Union on the individuals proposed to attend and the specific in-service/seminar. The Board agrees to provide up to \$75.00 reimbursement per secretary.

H. Longevity payments will be made to all employees covered by this Agreement according to the following schedule based on years of accumulative service with the Ann Arbor Public Schools. Payments will be implemented effective July 1 and are reflected in Appendix A.

- (1) All employees with eight (8) to eleven (11) years of service shall receive additional compensation as indicated by Step 8.
- (2) All employees with eleven (11) to fourteen (14) years of service shall receive additional compensation as indicated by Step 11.
- (3) All employees with fourteen (14) plus years of services shall receive additional compensation as indicated by Step 14.

## ARTICLE VII

### Stewards

The Board recognizes the right of the Union membership to elect from the seniority list a Chief Steward, whose duties and responsibilities shall be to investigate and present grievances to the Board and/or its representatives, handle dues deduction questions, and other authorized routine matters related to Ann Arbor Public School secretaries. To facilitate the discharge of said duties and responsibilities, the Board agrees to permit release from employment duties of up to thirteen (13) hours per week. The Chief Steward will arrange with his/her supervisor whether or not the A.M. or P.M. will be most convenient for this release time, and he/she will notify the administration as to his/her destination. Following completion of the union matter, the Chief Steward will return to his/her work station for the duration of the normal work day. The Board may, however, and at its option, hire temporary, hourly help to the extent necessary to insure that the employment work of the Chief Steward shall be completed and fulfilled, but the job assignment of the Chief Steward shall remain unchanged.

## ARTICLE VIII

### Vacancies, Promotions, and Transfers

A. Promotions and transfers within the bargaining unit shall be made on the basis of seniority, qualifications including work experience, and record, and personal interview and, as of September 1995, a satisfactory performance evaluation. For non-personal secretarial positions in Categories A and B where qualifications and, as of September 1995, a satisfactory performance evaluation are met, seniority

shall determine appointment. For positions in Category C, and above, seniority, qualifications, and personal interview shall be considered. The work experience, record, and a satisfactory evaluation may only be used within the last three school years. All internal applications will be reviewed. Candidates for interview will be selected at a minimum ratio of 1 to 5, with no less than three candidates being interviewed.

Job vacancies will be posted in a conspicuous place for a period of five (5) working days, in each operating building, prior to the interviewing of outside applicants. During the summer months, notices shall be posted on bulletin boards in all buildings where there are twelve (12) month secretaries. In addition, during this period, a copy of any such notice shall be sent to the Chief Steward, who may request more copies if the Union has use for them. Secretaries interested in a posted vacancy shall apply within the five (5) working day period to require consideration, except during the summer months for which ten (10) days will be allowed. The Board will notify the Chief Steward of any vacancy which will not be posted within fifteen work days of receipt of a written letter of termination.

The secretary appointed or transferred shall be granted up to a maximum sixty (60) day trial period to determine her/his desire to remain on the job and her/his ability to perform the job. Transfers between similar job titles and responsibilities will have a thirty (30) day trial period. During the trial period, the secretary shall have the opportunity to revert back to her/his former position or if the secretary is unsatisfactory (or the secretary is to be bumped as per the immediately preceding) the Board shall revert her/him to her/his former position. In the latter instance the Board shall apprise the secretary and the Union of the reasons for such reversion. In case of reversion for any reason save being bumped, the secretary shall not be entitled to promotion, downgrade or transfer for a period of six (6) succeeding months.

B. Recommendations for vacancies, promotions and/or transfers shall be made by the appropriate administrator to the Human Resource Services Office for its review and disposition.

C. Any senior applicant denied promotion, downgrade, or transfer shall receive notice thereof and, upon written request of the applicant, shall receive from the Human Resource Services Office within ten (10) days a written explanation therefore, which same explanation, if not deemed satisfactory, may entitle the senior applicant to file a grievance at Step 3 of the procedure according to its provisions.

D. Upon promotion and during the trial period, secretaries will receive the next rate of pay which reflects a pay increase in the higher classification.

E. Secretaries required to work temporarily for a period of four (4) consecutive hours in a higher classification shall be paid the rate of the higher classification as listed in sub Article D for the first thirty (30) days, after which they shall be paid on their current step in the higher classification.

F. Secretaries who have been promoted to a higher salary grade will be upgraded on the same step. All increases will be based on date of hire.

G. Whereas the frequent transfer of secretaries from one position to another may be disruptive of effective administration and interfere with optimum secretary performance, both parties agree that transfers of secretaries are to be kept

at a minimum and avoided whenever possible. Transfers might occur for reasons of promotion, economy, reduction in enrollment, opening of new buildings, compelling need to utilize at maximum available personnel resources.

## ARTICLE IX

### Discharge, Demotion and Discipline

A. Prior to any recommendation for discharge or demotion due to dissatisfaction with the on-the-job performance of the secretary, the supervisor shall provide opportunity for the secretary to meet with him/her in regard to the problem. The secretary may, if he/she desires, have a recognized Union representative present at any such session.

B. No secretary shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without just cause. Any such discharge, discipline, reprimand or reduction in rank, compensation or advantage, asserted by the Board or any agent or representative thereof, shall be subject to Step 3 of the Grievance Procedure.

C. All secretaries shall, during any hearings or conferences precipitated by invocation of sanctions described in Section B of this Article IX, be entitled to representation by the Union.

D. Administrative actions which result in suspension or discharge of a secretary shall be immediately subject to Step 3 of the Grievance Procedure.

## ARTICLE X

### Layoff and Recall

A. In the event of a reduction in force or elimination of positions, the following procedure shall be applied:

1. The affected employee may fill any vacant position in her/his category or lower for which she/he is qualified.
2. The procedures and pools of available positions defined in this Article shall not be construed to allow a secretary with less seniority to bump a secretary with more seniority.
3. A displaced secretary shall be able to bump into a pool of positions occupied by the three secretaries with least seniority in the displaced secretary's category.
4. In the event there are less than three available positions for the pool described in A4 above, an additional position(s) in the next lower category, occupied by the secretary(ies) in that category with the least seniority will be added so that the total available positions in the pool will be three.

5. A secretary who is displaced as a result of being in a pool described above shall have the right to first bump any less senior secretaries remaining in the pool.
6. In the event a secretary is displaced as a result of being in a pool, and there are no secretaries with less seniority remaining in that pool, the secretary shall be able to bump into a pool of positions occupied by the three secretaries with the least seniority in the next lower category.  
  
In the event there are less than three available positions for the pool in the next lower category, additional positions from subsequent lower categories, occupied by the secretaries with the least seniority, will be added so that the total available positions in the pool will be three.
7. In situations involving multiple layoffs at the same time in the same category, the procedure outlined above will be followed with the following modifications and/or additions.
  - a. If there are more than two employees laid off the pool will consist of five available positions.
  - b. If there are more than four employees laid off the pool will consist of seven available positions.
  - c. Bumping shall be by seniority with the most senior employee allowed to select the position in which to bump first.
8. For the purpose of this Article all work years will be treated the same.
9. It is understood that the number of positions in each pool is dependent upon the availability of a sufficient number of less senior employees in respective categories.
10. The affected employee may choose to be on layoff if no vacancy exists.
11. In the event that the Board disagrees with the unit members choice of assignment, the following procedures will be commenced:
  - a. At the Board's request a meeting will be held with a representative of Human Resource Services and the Union to discuss the assignment and explore alternatives.
  - b. If the issue is not resolved in the meeting described in "a" the issue will be presented to a third party.
    - 1) The third party will be selected by the Board and union from a list of five third party panelists mutually agreed to by both parties.
    - 2) Within five (5) days if possible, and as soon as possible in any event, the issue (contested assignment) will be presented to the third party for a "bench ruling" determination of whether the assignment should take

place and or continue based on compelling and fair reasons.

3) The cost of the third party will be shared equally by both parties.

- B.
1. An employee on layoff, or who has experienced a downgrade in position as a result of this Article, will be offered an opportunity to return to his/her former position in the event it becomes vacant or is reinstated.
  2. Except for the procedure in C., recall from layoff and downgrade to vacant or new positions shall be by seniority. Secretaries being recalled from layoff or from downgrade shall be notified by certified mail (to the last known address) or by other provable means of delivery. Notified secretaries shall be entitled to ten (10) calendar days in which to accept the position available. Failure to notify the Office of Human Resource Services in writing within the ten (10) days defined above shall be considered a quit.
  3. It is understood that the procedures defined in this article will not result in an employee advancing to a higher category than their position at the time of layoff or downgrade.
  4. While an employee is laid off/downgraded the Board will not assign a preponderance of that employee's work to an employee in a lower category and that the intent of the Memorandum of Agreement on page 30 of the current agreement (1997-2000) shall not be circumvented.
  5. Employees who have been laid off or downgraded shall have recall rights for fifteen months from the date the layoff or downgrade begins. In a case of a downgrade, the beginning date shall be the first day in the downgraded position.
  6. Seniority shall be bargaining unit seniority.
  7. The Board will notify in writing each employee whose position is being eliminated and simultaneously apprise the Union. Employees being laid off will receive at least two weeks notice, except that posting of job eliminations shall constitute notice to part time employees.
  8. Employees who accept job assignments in special projects shall not be entitled to bumping rights under this provision but shall be placed on the preferred eligibility list.
- C. The provisions of this Article shall be applied to full time and part time employees as separate groups and specifically does not allow bumping and or downgrading between groups.

For the purpose of this Article only, full time and part time will be defined as follows:

Full Time: Thirty hours or more per week as a regularly scheduled work week.

Part Time: Less than thirty hours per week as a regularly scheduled work week.

## ARTICLE XI

### Resignation

A. Any secretary desiring to resign shall submit her resignation in writing to her/his supervisor a minimum of two (2) weeks, or ten (10) working days prior to the effective date of resignation.

B. Any secretary who resigns after one (1) year of service shall not forfeit her right to earned vacation time.

C. Upon resignation, a secretary who has been employed by the Ann Arbor Schools for a minimum of ten (10) years, shall not forfeit her sick leave pay benefits.

D. Any secretary who discontinues her services without proper notification, forfeits all accrued rights and privileges, including sick leave, military leave, personal leave without pay, vacation, Worker's Compensation within the Michigan State Law, and other rights and privileges which may have been granted by the Ann Arbor Board of Education to its employees.

E. Secretaries hired for a special project funded by the State or Federal Government will not be retained beyond the duration of the project. However, if a position is available at the end of the project, they shall be entitled to apply in accordance with Article VIII.

## ARTICLE XII

### Sick Leave and Leave of Absence

#### A. Sick Leave

1. Each secretary shall be entitled to accumulate sick leave at the rate of one (1) day per month of employment through the first ten (10) years of employment, one and one-half (1 1/2) days per month of employment through the second ten (10) years of employment, and two (2) days leave per month thereafter. A maximum of two hundred (200) days may be accumulated. At the retirement or resignation of the secretary, or at the death while with the Board and after ten (10) consecutive years of employment with the Ann Arbor Public Schools, one-half (1/2) of the remaining accumulated sick leave shall be paid, at the current hourly rate, to the secretary or to her estate. Sick leave may be used for personal illness or injury, physical examination, medical or dental appointments, illness or injury in the immediate family or of persons for whom the secretary has direct and continuing responsibility, death of persons closely associated with the secretary. A verification of absence from a physician may be required for use of sick leave prior to

or following a holiday. The verification of absence and diagnosis from a physician (found in Appendix C of this Master Agreement) may be required when a pattern of absence occurs or when there is reason to suspect abuse. The Board reserves the right to require that the secretary be seen by the Board's physician at Board expense. Subject to prior approval by the Human Resource Services Office, up to three (3) days of sick leave may be used for provable emergency in the immediate family who do not reside in the household. Requests for an exception may be made to the Human Resource Services Office and a determination will be made on an individual basis.

2. Sick leave credits accumulated by any secretary during previous employment with the Board shall be recognized upon reemployment.
3. Annual credit may be used before earned for sick leave in a given year in anticipation of the completion of the year.
4. For purposes of this article, immediate family shall be defined as: children, spouse, parents, parents-in-law, dependent brothers and sisters and grandparents. Exception to this definition may be made by the Human Resource Services Office.
5. Secretaries may use sick days for purposes of participating in recognized religious holidays for the secretary's personal faith.

B. Personal Business

1. Each secretary shall be allowed in addition to sick leave (and not deducted therefrom) two (2) days off each year for compelling personal business affairs. The secretary need not disclose the nature of the personal business or affairs involved unless the request is for a working day immediately prior or subsequent to a holiday or vacation period, or during the first or last week of the school year, in which case the leave will be granted only for provable emergency approved by the Executive Director of Human Resource Services. In no event, however, will personal leave days be sanctioned for use as random leisure or vacation days. Personal leave days not used will be added after completion of the work year to the employee's sick leave accumulation.
2. Leave of absence with pay shall be granted for jury duty. The Board shall pay the difference between the secretary's normal rate of pay and monies received for jury duty.
3. Employees who take leaves of absence under the provisions of the Family and Medical Leave Act (FMLA) of 1993 shall be entitled to all benefits provided under the Act if they are eligible and qualified for such benefits.
4. After one (1) year, a secretary may, by written application, file a request for a leave of absence without pay or benefits, except as provided through FMLA, and not to exceed one (1) year without loss of seniority to be granted upon approval of the Human Resource Services Office) for:



- a. Personal illness beyond accumulated sick leave
  - b. Illness in the immediate family
  - c. Maternity and child care
  - d. Education leave
5. Any leave as described in Section 4 may be extended up to one (1) additional year (maximum) for like cause (after which, and upon failure to accept the first available job in his/her pay grade or below, all employment shall terminate) and leave for other purposes may, at the discretion of the Executive Director for Human Resource Services, be approved for compelling particular need. If the leave is for sixty (60) days or less, the Human Resource Services Office agrees to hold open the employee's current position, in which case a temporary, non-unit substitute may be hired pending the incumbent's return. No such leave, however, shall be extendable or renewable and no leave requested pursuant to this paragraph shall be granted for anything but consecutive days, except that the Human Resource Services Office at its sole discretion may extend or suspend the limitations herein imposed.
  6. Employees serving full-time in an elected or appointed administrative position for a bona fide governmental or Professional/Union Organization shall be granted leave without loss of seniority to the extent necessary to permit them to serve out their terms.
  7. Military leaves of absence without pay shall be granted to any secretary who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. A secretary on return from military leave shall be given a maximum of three (3) years credit on the salary schedule for military service. Any Employee who is a member of the Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity.
  8. Any benefits under the provisions of the Agreement which would otherwise accrue to a secretary shall be suspended during her/his leave of absence. Upon return to work, if after six (6) months, her/his seniority date of hire shall be altered to appropriately reflect the absent time.
  9. Upon written notification of intent to return from the approved leave, the secretary shall be entitled to the first available job in her/his previous pay grade or below. Refusal to accept the first such available job shall result in her/his placement on the preferred eligibility list.

## ARTICLE XIII

### Health and Welfare

A. The Board agrees to provide bargaining unit members the opportunity to participate in the Fringe Benefit Cafeteria Plan (See Appendix D).

The option of insurance benefits shall be the employee's, but the employer, subject only to the above cited requirements, shall designate the carrier.

1. The Blue Cross CMM 250 Plan.

Covered deductible expenses above one hundred and twenty-five dollars (\$125) in any calendar year for single subscribers will be reimbursed by the Board.

Covered deductible expenses above two hundred and fifty dollars (\$250) in any calendar year for two persons or full family subscribers will be reimbursed by the Board.

Stop loss expenses above five hundred dollars (\$500) in any calendar year will be reimbursed by the Board.

In any event the total reimbursement by the Board for covered deductible and or stop loss expenses in any calendar year shall not exceed six hundred and twenty five dollars (\$625) for single subscribers or seven hundred and fifty dollars (\$750) for two persons and full family subscribers.

2. Care choice plan 450. The Board shall reimburse employees for 50% of expenses for hearing aids, not to exceed \$625 in any calendar year.

3. MCare HMO

4. Blue Cross 4.+ at additional cost to employee as defined by the carrier.

B. In addition to the medical health insurance described in "A" above the Board agrees to provide:

1. The Set Ultra Dental Plan full family insurance, or a plan similar or equivalent, or

2. An income protection plan providing after seven (7) days for 66 2/3% of the employee's salary for up to one (1) year and \$16,000.00 life insurance.

C. The following regulations shall apply to secretaries:

1. Secretaries who receive Board paid income protection will not be entitled to collect the income protection and sick leave at the same time.

2. Payment by employees for fringes will be through payroll deduction.

D. Secretaries who are insured with health and/or dental plans provided through the employer of the spouse shall not be entitled to coverage pursuant to provision A (above). Secretaries who maintain at the cost of the Board insurance coverage in excess of that to which they are entitled by marital and family status shall be subject to payroll recovery of the excessive premium costs.

E. With agreement of the carrier (and at no cost to the Board), the Board will continue paying hospitalization insurance premiums for up to one (1) year during an approved leave of absence, provided the employee remits quarterly to the Board one (1) month in advance the full premium costs for each three (3) months of coverage.

F. The Board shall provide all secretaries \$20,000.00 in group life insurance unless B (2) of this Article is selected.

G. Secretaries shall be given the opportunity to undergo tests, including X-ray, if necessary, required of public employees by state law for the detection of tuberculosis. The Board shall bear the cost of such tests and shall determine the time and place such tests will be administered.

H. Employees hired after July 1, 1982 shall be entitled to Board paid fringe benefits, as permitted by this contract, as follows:

1. Employees who work four (4) hours per day will have fifty percent (50%) of the cost of the fringe benefit paid by the Board.
2. Employees who work more than four (4) hours per day but less than six (6) hours per day will have the Board pay seventy-five percent (75%) of the fringe benefit cost.
3. Employees who work six (6) hours or more per day will have the Board pay all of the fringe benefit costs.

#### ARTICLE XIV

##### Worker's Compensation

If a secretary is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one (1) of the following options:

1. The benefit for which she/he is eligible under the Act with no deduction from sick leave days.
2. The benefit for which she/he is eligible under the act supplemented by the difference necessary to equal her/his regular salary which difference shall be charged against her/his accumulated sick leave days on a pro-rated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XV

Continuing Education

Any secretary may enroll in any one (1) established course of her choice per semester in the Ann Arbor Public Schools Continuing Education Program on a non-fee basis. The secretary shall, however, pay any charges for materials used.

ARTICLE XVI

Holidays and Vacations

A. For those that fall within an employee's employment year, the Board shall grant with pay the following holidays unless school is in session: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, the last working day before Christmas, Christmas Day, and the last working day before New Year's Day.

B. Each secretary shall receive pay only for those holidays which fall within her/his employment year. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday. Holidays occurring during the vacation period shall not be charged against the vacation allowance.

C. All twelve (12) months secretaries employed by the Board as of July 1, 1980 shall receive a paid vacation of one and two-thirds days per months. Twelve months secretaries hired by the Board after July 1, 1980 will earn vacation as follows:

0 through 5 consecutive years in the AAPS - 1 day per month

6 through 10 consecutive years in the AAPS - 1 1/3 days per month

11+ consecutive years in the AAPS - 1 2/3 days per month

D. Beginning July 1, 1980 all less than twelve month secretaries will receive paid days as listed below. Secretaries will be compensated for these days within their contractual salary and paid throughout the year depending on the number of pays chosen. (All years are consecutive years of employment in the Ann Arbor Public Schools). Paid days for less than 12-month secretaries will be paid as earned pursuant to Article VI.

0 through 5 years                    1 day per month worked

6 through 10 years                1 1/3 days per month worked

11+ years                            1 2/3 days per month worked

Exceptions may be made by submitting a written request to the immediate Supervisor who, after making a determination, will forward the recommendation to the Human Resource Services Office for a final determination on the merits of the request. Exceptions for unpaid leave will be considered for the period October 10 through June 1.

E. Any contractual secretaries working on a regular schedule of less than eight (8) hours per day or forty (40) hours per week shall earn vacation leave with pay pro-rated on the basis of actual hours worked.

F. Vacation time may not be taken before it is earned but (absent exception in writing from the Human Resource Services Office, in which case pay for days may at the option of the Human Resource Services Office be substituted instead) must be taken within one (1) fiscal year of the fiscal year in which the time is earned.

G. Vacation leave shall, to the extent the personnel requirements of the department or building permit, be scheduled with particular regard to seniority of employees. Application for vacation shall be in writing and the applicant may appeal to the Human Resource Services Office any denial by the immediate supervisor (or after ten (10) days his/her failure to respond to the request), though seniority shall not be applicable if the effect of its imposition would be to force cancellation of a vacation already approved for a less senior employee. To the extent departmental or building workloads permit, vacations should be granted for the convenience of the employee. In accord with the above and if the smooth and efficient operation of the department or building will not be jeopardized thereby, an employee may use all of his/her earned vacation allowance at one time.

H. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, a secretary shall receive any unused vacation allowance at the rate of pay received by her/him at the time the allowance was earned.

## ARTICLE XVII

### Negotiations Procedures

A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of secretaries covered by this Agreement.

B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.

D. Members of the Union's negotiating team and/or consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.

## ARTICLE XVIII

### Grievance Procedure

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

B. For the purpose of the Agreement, a "grievance" is defined as a problem or complaint submitted by a secretary in the bargaining unit involving a violation and/or interpretation of any provision of this contract. As used in this Article, the term "secretary" shall mean, also, a group of secretaries having the same grievance. Should any such grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1: By conference between the aggrieved employee, the Steward or both, and the immediate supervisor and/or his building principal or division head.

STEP 2: If the grievance is not settled at Step 1, the employee may, within ten (10) days of the date the grievance is alleged to have occurred, reduce the problem to writing, on the regular grievance form provided by the Local Union, for filing with the Union Chief Steward and the immediate supervisor and/or building principal or division head and the Executive Director of Human Resource Services. Within ten (10) days of said filing, the supervisor and/or the building principal or department head shall meet with the aggrieved and the Steward and render within seven (7) days from that date his/her decision in writing.

STEP 3: If the grievance is not settled at Step 2, it may within fourteen (14) days of the response of the supervisor or fourteen (14) days after the response is due if the supervisor does not respond be appealed to the Executive Director of Human Resource Services. Within fourteen (14) days of receipt of appeal a meeting with the aggrieved and/or representative from the Local Union will be held and within ten (10) days thereafter render the decision of the Employer.

If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) days after receipt of the last step answer. This time will be extended for up to twenty (20) additional work days if the Union must adhere to its own internal grievance process. The grievance panel of the local shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then pertaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound

by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses. The parties may mutually agree to use the services of the Federal Mediation and Conciliation Service rather than the American Arbitration Association.

C. In the event that a grievance is upheld as a result of Arbitration, no claim for back pay or other benefit based thereon shall exceed the pay and other benefits to which the Grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

D. Any grievance not appealed from Step 3 within fourteen (14) days shall be deemed settled on the basis of the earlier response. This and all other time limits, however, may be extended by mutual consent of the parties.

E. Any proposed settlement of a grievance, dispute, or complaint filed under this Article must be approved by the Executive Director of Human Resource Services prior to the settlement being final.

#### ARTICLE XIX

##### Classification of Position

A. Prior to posting of any newly created position, the Board shall notify the Union of its intent and the classification proposed therefore. Should the Union decline to agree to the proposed classification, and should informal attempts to secure mutuality of opinion fail, the Union may, within five (5) days of receipt of such aforementioned notice, subject the issue to the formal grievance procedure at Step 3 and any secretary subsequently hired for the position shall be so advised of the dispute.

B. Changes in current classifications caused by alterations in duties or responsibilities and/or required skills shall be treated in a same manner. In instances when an employee's position has a reduction of responsibilities, the district will attempt to maintain the current classification through reassignment of work. If this is not possible without disruption to operations, the employee will be given notice that the position will be reduced in category. The affected employee will be maintained at her/his current salary for one year, during which time s/he may apply for any vacancies for which s/he is qualified. At one year after the initial notification of down grade, the pay for that position will be according to the salary schedule.

#### ARTICLE XX

##### Miscellaneous Provisions

A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, national origin, age, sex, marital status or membership in, or association with, the activities of the Union.

B. Telephone facilities shall be made available to secretaries for their reasonable use. Secretaries shall limit their personal calls during working hours. Except for space reserved by designated title, parking will be provided to secretaries on the same basis it is provided to any other group of employees at the same facility. The Board will also do what it reasonably and feasibly can to avoid requiring employees to work continuously in facilities subject to unnatural temperature extremes, especially as such extremes may jeopardize the health of the employee.

C. Supervisor or employees not covered by this Agreement shall not routinely and on a regular and ongoing basis perform work normally and by binding historic precedent performed heretofore exclusively by secretarial-clerical personnel, especially to the extent of displacing or causing a reduction of normal hours or earnings of such secretaries; but neither this provision nor any other in this Agreement, shall in any way be construed to guarantee, promise or indicate any entitlement to overtime work, which same shall remain the exclusive province of the Board to determine and assign. (It shall be the essential intent of this provision to assure that non-unit personnel are not hired for the primary purpose of performing work more generally and usually identified with unit personnel.)

D. Individual statements shall designate wages, category, and dates of employment for the following year and shall be delivered within thirty (30) days after ratification of the Union's Master Agreement.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual statements heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. The following policy will be observed when hiring new secretarial employees: (after posting by the Board)

1. An applicant with no previous experience shall be hired at Step 1.
2. An applicant with one (1) year of previous experience shall be hired at Step 2.
3. An applicant with two (2) years of experience may be hired at Step 3.
4. The Board may exceed this requirement in the event no qualified personnel are available and provided it has notified the Union of its impending need to so exceed the experience limitation. If the need should indicate a reclassification or excession beyond experience credit, the Board shall repost the position. The Union shall be notified of positions which are reposted pursuant to this paragraph.
5. Full credit will be given for previous secretarial/clerical experience within the bargaining unit in the Ann Arbor Public Schools.



G. All new secretarial employees will serve a sixty (60) day probationary period. The terms and conditions of this Agreement shall not apply to probationary employees. The probationary period may, at the discretion of the Executive Director of Human Resource Services, be extended up to an additional thirty (30) days, if necessary, to permit the probationary secretary time to comply with the requirement to furnish all necessary documents needed in the Human Resource Services Office. At the end of the probationary period the secretary shall receive credit for sick days and vacation time from the date of hire.

H. By mutual consent of both parties any section of this Agreement may be reopened prior to the ending date.

I. Copies of the Agreement shall be provided at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board.

J. If any provision of this Agreement or any application of the Agreement to any secretary or group of secretaries shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

K. The Board shall notify, in writing, the Chief Steward of the Union of any new hires into bargaining unit positions, or terminations from same, within ten (10) days of such occurrence. The Board shall provide to the Chief Steward of the Union an up-to-date chronological seniority list, including job classifications, salary category, and step, during October and April of each year. The Board shall also, within ten (10) days, notify the Chief Steward of any part-time, non-regular personnel employed pursuant to the exclusion clause of Article I, Section A.

L. All appendices shall be considered a part of this Agreement.

M. Special Conferences - upon request of either party a meeting shall be arranged, at a mutually agreeable time, to discuss relevant concerns. The party requesting the meeting will initiate its scheduling and prepare a written agenda to be received by the appropriate individuals at least two (2) work days prior to the meeting. The Committee shall be composed of up to three (3) representatives from the Board and three (3) representatives from the Union.

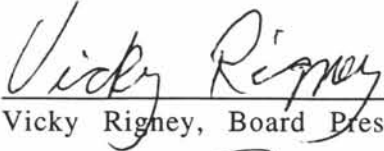
N. No secretary shall evaluate another secretary.

O. The Board will provide liability coverage, excluding malpractice coverage, for secretaries consistent with coverage provided to all other bargaining unit district employees.

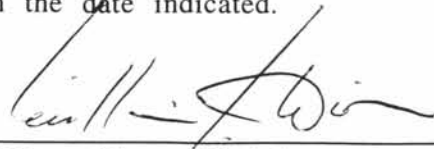
ARTICLE XXI

Duration of Agreement

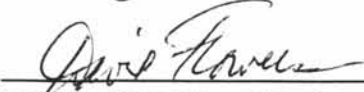
This Agreement shall be effective July 1, 1997 and shall continue in effect for three (3) years until the 30th of June, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

  
\_\_\_\_\_

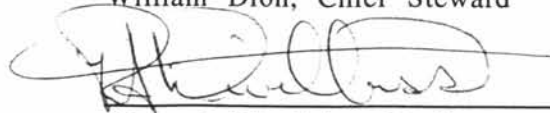
Vicky Rigney, Board President

  
\_\_\_\_\_


William Dion, Chief Steward

  
\_\_\_\_\_

David Flowers, Interim Superintendent

  
\_\_\_\_\_

Richard Divelbiss, Business Representative

  
\_\_\_\_\_

Deb Small, Board Secretary

  
\_\_\_\_\_

Ronald Whitmore, Negotiator

11/11/98  
Date

1998 - 99 SALARY SCHEDULE							
CALENDAR A (0 - 5 YEARS)							
CAT.	STEP	HOURLY RATE	DAYS HOURS	12 MONTH	10+ MO.	10 MO.	9 MO.
				261	214	204	196
				2088	1792	1712	1640
A	0	\$9.82		\$20,504.16	\$17,597.44	\$16,811.84	\$16,104.80
A	1	\$10.31		\$21,527.28	\$18,475.52	\$17,650.72	\$16,908.40
A	2	\$10.82		\$22,592.16	\$19,389.44	\$18,523.84	\$17,744.80
A	3	\$11.35		\$23,698.80	\$20,339.20	\$19,431.20	\$18,614.00
A	4	\$11.93		\$24,909.84	\$21,378.56	\$20,424.16	\$19,565.20
A	5	\$12.52		\$26,141.76	\$22,435.84	\$21,434.24	\$20,532.80
A	8	\$12.75		\$26,622.00	\$22,848.00	\$21,828.00	\$20,910.00
A	11	\$13.03		\$27,206.64	\$23,349.76	\$22,307.36	\$21,369.20
A	14	\$13.28		\$27,728.64	\$23,797.76	\$22,735.36	\$21,779.20
B	0	\$10.25		\$21,402.00	\$18,368.00	\$17,548.00	\$16,810.00
B	1	\$10.74		\$22,425.12	\$19,246.08	\$18,386.88	\$17,613.60
B	2	\$11.28		\$23,552.64	\$20,213.76	\$19,311.36	\$18,499.20
B	3	\$11.85		\$24,742.80	\$21,235.20	\$20,287.20	\$19,434.00
B	4	\$12.44		\$25,974.72	\$22,292.48	\$21,297.28	\$20,401.60
B	5	\$13.06		\$27,269.28	\$23,403.52	\$22,358.72	\$21,418.40
B	8	\$13.31		\$27,791.28	\$23,851.52	\$22,786.72	\$21,828.40
B	11	\$13.59		\$28,375.92	\$24,353.28	\$23,266.08	\$22,287.60
B	14	\$13.85		\$28,918.80	\$24,819.20	\$23,711.20	\$22,714.00
C	0	\$10.53		\$21,986.64	\$18,869.76	\$18,027.36	\$17,269.20
C	1	\$11.05		\$23,072.40	\$19,801.60	\$18,917.60	\$18,122.00
C	2	\$11.61		\$24,241.68	\$20,805.12	\$19,876.32	\$19,040.40
C	3	\$12.17		\$25,410.96	\$21,808.64	\$20,835.04	\$19,958.80
C	4	\$12.78		\$26,684.64	\$22,901.76	\$21,879.36	\$20,959.20
C	5	\$13.46		\$28,104.48	\$24,120.32	\$23,043.52	\$22,074.40
C	8	\$13.71		\$28,626.48	\$24,568.32	\$23,471.52	\$22,484.40
C	11	\$14.00		\$29,232.00	\$25,088.00	\$23,968.00	\$22,960.00
C	14	\$14.27		\$29,795.76	\$25,571.84	\$24,430.24	\$23,402.80
D	0	\$11.25		\$23,490.00	\$20,160.00	\$19,260.00	\$18,450.00
D	1	\$11.80		\$24,638.40	\$21,145.60	\$20,201.60	\$19,352.00
D	2	\$12.41		\$25,912.08	\$22,238.72	\$21,245.92	\$20,352.40
D	3	\$13.03		\$27,206.64	\$23,349.76	\$22,307.36	\$21,369.20
D	4	\$13.66		\$28,522.08	\$24,478.72	\$23,385.92	\$22,402.40
D	5	\$14.36		\$29,983.68	\$25,733.12	\$24,584.32	\$23,550.40
D	8	\$14.65		\$30,589.20	\$26,252.80	\$25,080.80	\$24,026.00
D	11	\$14.92		\$31,152.96	\$26,736.64	\$25,543.04	\$24,468.80
D	14	\$15.24		\$31,821.12	\$27,310.08	\$26,090.88	\$24,993.60
T	0	\$12.02		\$25,097.76	\$21,539.84	\$20,578.24	\$19,712.80
T	1	\$12.62		\$26,350.56	\$22,615.04	\$21,605.44	\$20,696.80
T	2	\$13.23		\$27,624.24	\$23,708.16	\$22,649.76	\$21,697.20
T	3	\$13.91		\$29,044.08	\$24,926.72	\$23,813.92	\$22,812.40
T	4	\$14.61		\$30,505.68	\$26,181.12	\$25,012.32	\$23,960.40
T	5	\$15.33		\$32,009.04	\$27,471.36	\$26,244.96	\$25,141.20
T	8	\$15.65		\$32,677.20	\$28,044.80	\$26,792.80	\$25,666.00
T	11	\$15.95		\$33,303.60	\$28,582.40	\$27,306.40	\$26,158.00
T	14	\$16.26		\$33,950.88	\$29,137.92	\$27,837.12	\$26,666.40
Z	0	\$12.82		\$26,768.16	\$22,973.44	\$21,947.84	\$21,024.80
Z	1	\$13.48		\$28,146.24	\$24,156.16	\$23,077.76	\$22,107.20
Z	2	\$14.12		\$29,482.56	\$25,303.04	\$24,173.44	\$23,156.80
Z	3	\$14.84		\$30,985.92	\$26,593.28	\$25,406.08	\$24,337.60
Z	4	\$15.58		\$32,531.04	\$27,919.36	\$26,672.96	\$25,551.20
Z	5	\$16.36		\$34,159.68	\$29,317.12	\$28,008.32	\$26,830.40
Z	8	\$16.69		\$34,848.72	\$29,908.48	\$28,573.28	\$27,371.60
Z	11	\$17.03		\$35,558.64	\$30,517.76	\$29,155.36	\$27,929.20
Z	14	\$17.37		\$36,268.56	\$31,127.04	\$29,737.44	\$28,486.80

				1998 - 99 SALARY SCHEDULE			1998 - 99 SALARY SCHEDULE			
				CALENDAR B (6 - 10 YEARS)			CALENDAR C (11+ YEARS)			
CAT.	STEP	HOURLY RATE	DAYS HOURS	10+ MO.	10 MO.	9 MO.	DAYS HOURS	10+ MO.	10 MO.	9 MO.
				214	204	196		214	204	196
				1818.4	1738.4	1664				
				1845.6	1765.6	1688				
A	0	\$9.82		\$17,856.69	\$17,071.09	\$16,340.48		\$18,123.79	\$17,338.19	\$16,576.16
A	1	\$10.31		\$18,747.70	\$17,922.90	\$17,155.84		\$19,028.14	\$18,203.34	\$17,403.28
A	2	\$10.82		\$19,675.09	\$18,809.49	\$18,004.48		\$19,969.39	\$19,103.79	\$18,264.16
A	3	\$11.35		\$20,638.84	\$19,730.84	\$18,886.40		\$20,947.56	\$20,039.56	\$19,158.80
A	4	\$11.93		\$21,693.51	\$20,739.11	\$19,851.52		\$22,018.01	\$21,063.61	\$20,137.84
A	5	\$12.52		\$22,766.37	\$21,764.77	\$20,833.28		\$23,106.91	\$22,105.31	\$21,133.76
A	8	\$12.75		\$23,184.60	\$22,164.60	\$21,216.00		\$23,531.40	\$22,511.40	\$21,522.00
A	11	\$13.03		\$23,693.75	\$22,651.35	\$21,681.92		\$24,048.17	\$23,005.77	\$21,994.64
A	14	\$13.28		\$24,148.35	\$23,085.95	\$22,097.92		\$24,509.57	\$23,447.17	\$22,416.64
B	0	\$10.25		\$18,638.60	\$17,818.60	\$17,056.00		\$18,917.40	\$18,097.40	\$17,302.00
B	1	\$10.74		\$19,529.62	\$18,670.42	\$17,871.36		\$19,821.74	\$18,962.54	\$18,129.12
B	2	\$11.28		\$20,511.55	\$19,609.15	\$18,769.92		\$20,818.37	\$19,915.97	\$19,040.64
B	3	\$11.85		\$21,548.04	\$20,600.04	\$19,718.40		\$21,870.36	\$20,922.36	\$20,002.80
B	4	\$12.44		\$22,620.90	\$21,625.70	\$20,700.16		\$22,959.26	\$21,964.06	\$20,998.72
B	5	\$13.06		\$23,748.30	\$22,703.50	\$21,731.84		\$24,103.54	\$23,058.74	\$22,045.28
B	8	\$13.31		\$24,202.90	\$23,138.10	\$22,147.84		\$24,564.94	\$23,500.14	\$22,467.28
B	11	\$13.59		\$24,712.06	\$23,624.86	\$22,613.76		\$25,081.70	\$23,994.50	\$22,939.92
B	14	\$13.85		\$25,184.84	\$24,076.84	\$23,046.40		\$25,561.56	\$24,453.56	\$23,378.80
C	0	\$10.53		\$19,147.75	\$18,305.35	\$17,521.92		\$19,434.17	\$18,591.77	\$17,774.64
C	1	\$11.05		\$20,093.32	\$19,209.32	\$18,387.20		\$20,393.88	\$19,509.88	\$18,652.40
C	2	\$11.61		\$21,111.62	\$20,182.82	\$19,319.04		\$21,427.42	\$20,498.62	\$19,597.68
C	3	\$12.17		\$22,129.93	\$21,156.33	\$20,250.88		\$22,460.95	\$21,487.35	\$20,542.96
C	4	\$12.78		\$23,239.15	\$22,216.75	\$21,265.92		\$23,586.77	\$22,564.37	\$21,572.64
C	5	\$13.46		\$24,475.66	\$23,398.86	\$22,397.44		\$24,841.78	\$23,764.98	\$22,720.48
C	8	\$13.71		\$24,930.26	\$23,833.46	\$22,813.44		\$25,303.18	\$24,206.38	\$23,142.48
C	11	\$14.00		\$25,457.60	\$24,337.60	\$23,296.00		\$25,838.40	\$24,718.40	\$23,632.00
C	14	\$14.27		\$25,948.57	\$24,806.97	\$23,745.28		\$26,336.71	\$25,195.11	\$24,087.76
D	0	\$11.25		\$20,457.00	\$19,557.00	\$18,720.00		\$20,763.00	\$19,863.00	\$18,990.00
D	1	\$11.80		\$21,457.12	\$20,513.12	\$19,635.20		\$21,778.08	\$20,834.08	\$19,918.40
D	2	\$12.41		\$22,566.34	\$21,573.54	\$20,650.24		\$22,903.90	\$21,911.10	\$20,948.08
D	3	\$13.03		\$23,693.75	\$22,651.35	\$21,681.92		\$24,048.17	\$23,005.77	\$21,994.64
D	4	\$13.66		\$24,839.34	\$23,746.54	\$22,730.24		\$25,210.90	\$24,118.10	\$23,058.08
D	5	\$14.36		\$26,112.22	\$24,963.42	\$23,895.04		\$26,502.82	\$25,354.02	\$24,239.68
D	8	\$14.65		\$26,639.56	\$25,467.56	\$24,377.60		\$27,038.04	\$25,866.04	\$24,729.20
D	11	\$14.92		\$27,130.53	\$25,936.93	\$24,826.88		\$27,536.35	\$26,342.75	\$25,184.96
D	14	\$15.24		\$27,712.42	\$26,493.22	\$25,359.36		\$28,126.94	\$26,907.74	\$25,725.12
T	0	\$12.02		\$21,857.17	\$20,895.57	\$20,001.28		\$22,184.11	\$21,222.51	\$20,289.76
T	1	\$12.62		\$22,948.21	\$21,938.61	\$20,999.68		\$23,291.47	\$22,281.87	\$21,302.56
T	2	\$13.23		\$24,057.43	\$22,999.03	\$22,014.72		\$24,417.29	\$23,358.89	\$22,332.24
T	3	\$13.91		\$25,293.94	\$24,181.14	\$23,146.24		\$25,672.30	\$24,559.50	\$23,480.08
T	4	\$14.61		\$26,566.82	\$25,398.02	\$24,311.04		\$26,964.22	\$25,795.42	\$24,661.68
T	5	\$15.33		\$27,876.07	\$26,649.67	\$25,509.12		\$28,293.05	\$27,066.65	\$25,877.04
T	8	\$15.65		\$28,457.96	\$27,205.96	\$26,041.60		\$28,883.64	\$27,631.64	\$26,417.20
T	11	\$15.95		\$29,003.48	\$27,727.48	\$26,540.80		\$29,437.32	\$28,161.32	\$26,923.60
T	14	\$16.26		\$29,567.18	\$28,266.38	\$27,056.64		\$30,009.46	\$28,708.66	\$27,446.88
Z	0	\$12.82		\$23,311.89	\$22,286.29	\$21,332.48		\$23,660.59	\$22,634.99	\$21,640.16
Z	1	\$13.48		\$24,512.03	\$23,433.63	\$22,430.72		\$24,878.69	\$23,800.29	\$22,754.24
Z	2	\$14.12		\$25,675.81	\$24,546.21	\$23,495.68		\$26,059.87	\$24,930.27	\$23,834.56
Z	3	\$14.84		\$26,985.06	\$25,797.86	\$24,693.76		\$27,388.70	\$26,201.50	\$25,049.92
Z	4	\$15.58		\$28,330.67	\$27,084.27	\$25,925.12		\$28,754.45	\$27,508.05	\$26,299.04
Z	5	\$16.36		\$29,749.02	\$28,440.22	\$27,223.04		\$30,194.02	\$28,885.22	\$27,615.68
Z	8	\$16.69		\$30,349.10	\$29,013.90	\$27,772.16		\$30,803.06	\$29,467.86	\$28,172.72
Z	11	\$17.03		\$30,967.35	\$29,604.95	\$28,337.92		\$31,430.57	\$30,068.17	\$28,746.64
Z	14	\$17.37		\$31,585.61	\$30,196.01	\$28,903.68		\$32,058.07	\$30,668.47	\$29,320.56

APPENDIX B  
SECRETARIAL POSITIONS BY CATEGORY  
(as of June 30, 1997)

Category A:

Traveling Library Clerk  
Occupational Education Secretary

Category B:

IMPC Library Clerk  
Mail Clerk  
Printing Assistant  
Elementary Secretary II  
Library Clerk - High Schools  
Records/General Office Clerk - CHS  
General Office Clerk - H.S.  
AV Clerk  
Attendance/Bookroom Clerk - CHS  
A-V Order Clerk - IMC  
Receipt./General Clerk - PPS

Category C:

Pupil Personnel Sec. III  
Payroll/Finance Secy. - Rec & Ed.  
Secretary to Curriculum Coordinators  
General Office Secretary - Rec. & Ed. (5)  
Secy. to Prin., Coun., Asst. Prin., Adm. Asst., Asst. Dean, Class Prin., and Houseleader  
Attendance Office Secretary  
Records Clerk - Huron  
Food Service Secretary II  
Secretary to Director of Environmental/Utility Services  
Data Entry Clerk  
Transportation Secretary  
Secretary to Coordinator - Partners for Excellence  
Community Education Cluster Secy. (5)

Category D:

Head Circulation Clerk - IMC  
Pupil Personnel Secretary II (MIS)  
Pupil Personnel Secretary I  
Transportation Secretary (Payroll)  
Sub-Caller/Receptionist - HRS  
Secretary to Research Services  
Secretary to Athletic Director  
Office Manager - H.S.  
Secretary to Director - Capital Planning, and Occupational Education  
Payroll II (Sub Teachers)  
Bookstore Manager  
Records Clerk - Pioneer

Category D: (Continued)

Custodial/Maintenance Secretary  
HRS Secretary - Hourly  
Secy. to Adult Education Coordinator  
IMPC Order/Finance Clerk  
Secy. to Coordinator of Finance Services/Purchasing Agent  
Instructional Services Secretary II

Category T:

Instructional Services Secretary I  
Finance II (2)  
Secy. to Asst. Director of PPS  
Secretary to Director of Finance  
HRS Secretary - Budget/Unemploy.  
HRS Secretary - Sub Teachers  
Finance I (2)  
Finance Secretary - Rec. & Ed.  
Management Team Secretary - Rec. & Ed.  
Child Accounting Secretary  
Secretary to Principal - Middle and High Schools  
Fringe Benefits Secretary  
Food Service Secretary I  
Payroll I (3)  
Finance/Work. Compensation Clerk  
HRS Secretary - AAEA/P Bargaining Unit

Category Z:

Senior Technical Secretary (Grants)  
Secretary to Director of Pupil Personnel Services  
Senior Payroll Clerk (Category T, effective 7/1/97)  
HRS Senior Secretary  
Central Cashier  
Finance Secretary - High School  
Finance Secretary - Instruction  
Secretary to Principal - Elementary



**Ann Arbor Public Schools  
VERIFICATION OF ILLNESS**

Please Print -

(Employee is also to complete Item 16 on the reverse side)

- 1 Employee Name: \_\_\_\_\_
- 2 Employee's Soc. Sec. No.        -        -        \_\_\_\_\_
- 3 Patient's Name (If other than employee): \_\_\_\_\_
- 4 Patient's relationship to Employee: \_\_\_\_\_

**CERTIFICATION OF PHYSICIAN OR PRACTITIONER**

5 Diagnosis: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6 Date condition commenced: \_\_\_\_\_

7 Probable duration of condition: \_\_\_\_\_

8 Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

a By Physician or Practitioner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b By another provider of health services, if referred by Physician or Practitioner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY -ILL FAMILY MEMBER, SKIP ITEMS 9, 10 & 11 & PROCEED TO ITEMS 12 THROUGH 15 ON THE REVERSE SIDE. OTHERWISE, CONTINUE BELOW.**

Check Yes or No in the boxes below, as appropriate: \_\_\_\_\_

- |                             | Yes                      | No                       |   |
|-----------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> 9  | <input type="checkbox"/> | <input type="checkbox"/> | Is inpatient hospitalization of the employee required?  |
| <input type="checkbox"/> 10 | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform work of any kind? (If "No", skip Item 11)   |
| <input type="checkbox"/> 11 | <input type="checkbox"/> | <input type="checkbox"/> | Is employee able to perform the functions of employees's position? (Answer after reviewing statement from employer of essential functions of employee's position, or if none provided, after discussing with employee). |

17 Printed Name of Physician or Practitioner: \_\_\_\_\_

18 Signature of Physician or Practitioner: \_\_\_\_\_

19 Type of Practice (Field of Specialization, if any): \_\_\_\_\_

20 Date: \_\_\_\_\_

**FOR CLARIFICATION RELATING TO THE CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, COMPLETE ITEMS 12 THRU 15 BELOW AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEM 17 ON THE REVERSE SIDE.**

- |    | Yes  | No |  |
|----|--|----|--|
| 12 |  |    | Is inpatient hospitalization of the family member (patient) required?  |
| 13 |  |    | Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?   |
| 14 |  |    | After review of the employee's signed statement (See Item 16 below), is the employee's presence necessary or would it be beneficial for the care of the patient? (This may include psychological comfort). |
| 15 | Estimate the period of time care is needed or the employee's presence would be beneficial: |    |  |
|    |  |    |  |
|    |  |    |  |
|    |  |    |  |
|    |  |    |  |

**ITEM 16 IS TO BE COMPLETED BY THE EMPLOYEE REQUESTING FAMILY LEAVE.**

- 16** When Family Leave is needed to care for a seriously-ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ANN ARBOR BOARD OF EDUCATION  
AND THE  
TEAMSTERS LOCAL 214  
(SECRETARIES)

It is mutually agreed by both parties that employees whose jobs have additional responsibilities and/or skills, i.e. beyond the current level of responsibility on the job description, be allowed to request a review of their position. This procedure specifically excludes an upgrade in classification for reasons of workload.

It is recognized that an annual announcement in the Spring will be made to employees regarding the reclassification process. Those employees requesting consideration for reclassification will be required to submit a complete rationale defining the additional responsibilities and/or skills, and a new questionnaire to Human Resource Services.

1. The Executive Director of Human Resource Services shall arrange a committee meeting for the review of the requested reclassifications. The committee will be composed of three (3) union representatives and three (3) members of the administration for their review and recommendation. This committee will be trained in the process including the interpretation of definitions of the factors.
2. At the request of either party, tabulation will be done by the Board facilitator and the Union chief steward.
3. In the event the employee does not agree with the findings of the review committee, the employee may request an appeal. The appeals committee is organized as in #1 above but with members not on the original review committee. No union or administrative representatives may serve on both committees.
4. In the event that this committee cannot reach agreement and agree that there is impasse, an independent third party, mutually agreed upon, will be asked to review the matter and make a recommendation back to the committee. The committee will then attempt to resolve the matter. Failure to do so will result in the recommendation of the third party being binding on both parties. The costs of the third party will be borne equally by Local 214 and the Ann Arbor Public Schools.

It is further understood that this Memorandum of Agreement does not in any way infringe upon the rights granted the employee in the collective bargaining agreement or those rights reserved for management under the application of the Public Employment Relations Act during the life of the current contract.

The parties agree that within thirty (30) days of the ratification and Board approval of this agreement a committee will convene for the following purposes.

1. Develop more effective instruments which can be used to support the intent and purpose of the reclassification system.
2. Begin a process of reviewing and/or developing bargaining unit job descriptions. It is agreed that a minimum of three bargaining unit job descriptions will be completed by June 30, 1998 with all bargaining unit job descriptions completed by the expiration of the contract.

This Memorandum will expire on June 30, 2000 and may not be extended or modified without the expressed written consent of both parties.

FOR THE BOARD:

*David Whitmore*

11/11/98  
DATE

FOR THE UNION:

*Patricia Welliss*

11/11/98  
DATE

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ANN ARBOR BOARD OF EDUCATION  
AND THE  
TEAMSTERS LOCAL 214  
(SECRETARIES)

It is hereby agreed by and between the parties that the concepts included in the affirmative action policy to be adopted by the Board are in the best interest of the parties. The parties therefore agree to abide by the affirmative action policy. When a specific provision of the policy conflicts with the Master Agreement, it is agreed that a meeting will be held to resolve the conflict. If no agreement is reached, the Master Agreement will prevail.

The Board agrees to save harmless the Teamsters Union from any and all lawsuits and/or judgments which may be filed and/or awarded against the Teamsters directly resulting from the Board affirmative action policy.

FOR THE BOARD:

Ronald Whitmore  
11/11/98  
DATE

FOR THE UNION:

[Signature]  
11/11/98  
DATE

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ANN ARBOR BOARD OF EDUCATION  
AND THE  
TEAMSTERS LOCAL 214  
(SECRETARIES)

It is hereby agreed by and between the parties that snow days and other Act of God Days which require secretaries to miss a day of work shall not result in any secretary suffering a loss in pay nor shall it result in any secretary gaining a windfall (in excess of their annual income based on their regularly scheduled assignment).

In the event the missed day is made up, secretaries will be paid only for the actual day worked. In the event the missed day is not made up, secretaries will be paid for their regularly scheduled work day.

FOR THE BOARD:

Ronald Whitmore

11/11/98  
DATE

FOR THE UNION:

[Signature]

11/11/98  
DATE

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
ANN ARBOR BOARD OF EDUCATION  
AND THE  
TEAMSTERS LOCAL 214  
(SECRETARIES)

It is hereby agreed by and between the parties that they will meet to determine the feasibility of flex time. If it is agreed to pilot flex time, the parties will develop a memorandum of agreement to detail the appropriate procedures. Among the requirements for flex time are agreement by the secretary, her/his supervisor and the Human Resource Services Office.

FOR THE BOARD:

*Ronald Whitmore*

11/11/98

DATE

FOR THE UNION:

*[Signature]*

11/11/98

DATE

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and

TEAMSTERS LOCAL 214

(SECRETARIES)

It is hereby agreed by and between the parties that each year on the Board designated in-service day, each secretary will choose one of the following options:

1. Work at his/her worksite,
2. Attend a Board provided in-service opportunity, or
3. Attend eight (8) hours of Board approved in-service on his/her own time and take the Board designated in-service day off as a day with pay.

This Memorandum will expire on June 30, 2000 and may not be modified or extended without the written consent of both parties.

FOR THE BOARD:

Ronald Whitman

11/11/98  
DATE

FOR THE UNION:

[Signature]

11/11/98  
DATE

MEMORANDUM OF AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and the

TEAMSTERS LOCAL #214

(SECRETARIAL)

The parties agree to the following provisions regarding the use of personnel not covered by this Agreement.

1. The purpose of the Memorandum shall be to provide an opportunity for district flexibility within the context of the Master Agreement in addressing work flow issues.
2. Supervisors or employees not covered by the Agreement shall not routinely and on a regular and ongoing basis perform work normally and by binding historic precedent performed heretofore exclusively by secretarial-clerical personnel.
3. Such activity on the part of supervisors or employees not covered by the Agreement shall not directly cause a reduction of normal hours or earning of such secretaries.
4. This Memorandum of Agreement shall not in any way be construed to guarantee, promise or indicate any entitlement to overtime work, which same shall remain the exclusive province of the Board to determine and assign.
5. Such use of supervisors and/or employees not covered by the Master Agreement shall not exceed nineteen (19) hours per week per each four (4) regular F.T.E. bargaining unit members in each of the divisions and or department listed in number 6 below. The maximum number of 19 hour employees for any division as described in this Memorandum shall be five. No department within a division shall have more than one and one half times the allotted employees per department F.T.E. A review of hourly positions as described in this provision shall be conducted on a quarterly basis, at the request of either party. The steward may request data related to the use of hourly over nineteen hours at any time.
6. This Memorandum of Agreement shall apply to the Division of Business Services, Human Resource Services, Community Services, and the department of Student Support Services.
7. During the period of this Memorandum of Agreement either party may initiate a meeting for the purpose of review and possible modification of section five (5).

8. This Memorandum of Agreement shall expire on June 30, 2000 and may not be extended without the consent of both parties. Prior to June 30, 2000 the parties will meet to consider the incorporation of the concept of this Memorandum in the Master Agreement.

FOR THE BOARD:

Ronald Whitmore

11/11/98  
DATE

FOR THE UNION:

[Signature]

11/11/98  
DATE



MEMORANDUM OF AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and the

TEAMSTERS LOCAL #214

(SECRETARIAL)

The parties agree to the following regarding the creation of the assignment dispute third party panel defined in Article X, Section A.11.

1. Within sixty (60) days of ratification and Board approval of this agreement, and sooner if reasonably possible, the parties will identify and confirm the availability of at least three and not more than five panelists who agree to serve and have a reasonable expectation of availability.

FOR THE BOARD:

Ronald Whitmore

11/11/98  
DATE

FOR THE UNION:

[Signature]

11/11/98  
DATE

