

Farmington

AGREEMENT BETWEEN
FARMINGTON BOARD OF EDUCATION
AND
METROPOLITAN COUNCIL NO. 23
AFSC & ME. AFL-CIO LOCAL #1456

FARMINGTON PUBLIC SCHOOL
DISTRICT
OAKLAND COUNTY, MICHIGAN

FOR THE PERIOD
JULY 1, 1972 TO JUNE 30, 1975

LABOR AND INDUSTRIAL
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PREAMBLE

THIS AGREEMENT entered into on this 1 day of July, 1972, between the Board of Education of the Farmington Public School District, Oakland County, Michigan, party of the first part, hereinafter referred to as the Board, and the International Union of the American Federation of State, County, and Municipal Employees, and Council 23 and its affiliate Local Union No. 1456, party of the second part, hereinafter collectively referred to as the Union.

WHEREAS, The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the community, and

WHEREAS, The Board of Education, the Superintendent and the Administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Board is required to bargain only with reference to "wages, hours, and other terms and conditions of employment", and

WHEREAS, The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Board of Education has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and children therein, and

WHEREAS, The School Board and the Union mutually recognize and acknowledge that the best interests of the student body and of the community will be protected and served by an agreement between the parties hereto which will promote and insure peaceful industrial and economic relations between the parties during the term of this agreement, and

WHEREAS, To these ends the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE II - BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting and generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To determine the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE III - UNION SECURITY AND CHECKOFF

- A. All employees must join the Union or pay a service fee equal to the Union dues. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due, the Union shall officially notify the Board and the employee in writing of said delinquency; and unless the amount is paid within sixty (60) days the Board shall discontinue the service of said employee. The refusal of the employee to contribute to the cost of negotiation and the administration of this Agreement as herein required shall result in the termination of his employment.
- B. The Union shall indemnify and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with Article III of the Agreement.
- C. Employees who are members of the Union upon ratification of this Agreement shall have an opportunity to withdraw their membership in the Union and become subject to the provisions of Section A above by notifying the Board and the Union in writing within fifteen (15) days of such desire following said ratification. Employees who remain members of the Union after the fifteen day escape period, and each employee who becomes a member after the fifteen day escape period, shall, as a condition of continual employment, maintain his membership in the Union to the extent of paying the regular periodic dues for the duration of this Agreement.
- D. The following shall govern the collection of dues for those electing membership in the Union pursuant to Section A above:
1. Employees may tender initiation fees and monthly membership dues by signing the Authorization for Check-Off Dues form or may pay the same directly to the Union.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form.

ARTICLE III - UNION SECURITY AND CHECK-OFF (Continued)

D. Continued

2. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of the Agreement. The employer shall have no responsibility for the Collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.
3. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
4. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second (2nd) pay of the month and each month thereafter.
5. The Union will provide to the Employer any additional Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted.
6. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
7. Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10th) day of the following month. The employer shall furnish the designated financial officer of the Local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-Off of Dues forms but for whom no deductions have been made.
8. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE III - UNION SECURITY AND CHECK-OFF (Continued)

D. Continued

9. Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of dues form shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer.

10. The employer shall not be liable to the Union by reasons of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of the Agreement.

ARTICLE IV - REPRESENTATION

- A. The employees shall be represented by a chief steward who shall be a regular employee who has attained seniority and six regular stewards who have attained seniority, each of which shall work in the area he represents as defined in Section C below and be a regular employee. If the area steward is unavailable, either due to absence, etc., or the provisions of paragraph B below, the employees in that area shall be represented by the chief steward. If the chief steward is also unavailable in accordance with paragraph B below, the employee involved shall notify the president who in turn will notify the Superintendent of Schools of such problem.
- B. When necessary to investigate and present grievances, stewards, the chief steward and the Union President shall be allowed time during their working hours, without loss of pay, in accordance with the terms of this section. The steward shall request permission from his supervisor, and the permission shall be granted provided that all work schedules can be maintained without additional help.
1. The privilege of stewards and the Union President leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and stewards will perform their regular assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.
- C. The areas and number of stewards per area shall be defined.
1. One steward for all Heads and Assistant Head Custodians.
 2. One steward for Maintenance Men and Bus Mechanics.
 3. Three stewards for Custodians. Areas of representation to be defined by special conference.
 4. Two stewards for Cafeteria.

Where more than one steward is listed, one steward must work, be elected from and serve the north, and one must work, be elected from and serve the south section of the school district. Eleven Mile Road is to be used as the dividing line. These areas and the number of stewards may be changed by mutual agreement between the Board and the Union.

- D. The Board will not recognize any steward or alternate until his name and position have been certified in writing by the Union to the Board.

ARTICLE IV - REPRESENTATION (Continued)

- E. Neither the Union nor any of its officers nor any steward shall assume supervisory authority or advise or direct employees to disregard the normal instructions of supervision.

ARTICLE V - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article and section of this agreement.
- B. All time limits herein shall consist of regular workdays, Monday through Friday. Time limits may be extended upon good cause shown or upon mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform.
- C. If, in the handling of a grievance it becomes necessary for the employee, steward or designee to leave his work, he shall first obtain permission from his Supervisor and/or Principal. The privileges of the stewards or designee leaving his work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance; will be done as expeditiously and with as little interruption of work as possible, and that this privilege will not be abused. Any abuse of the above procedures will be grounds for disciplinary action.

If the Steward or Chief Steward is required to go into another building other than his own in the handling of a grievance, the Supervisors and/or Principals at all buildings involved must be notified. The Steward or Chief Steward shall return to his work as promptly as possible and upon returning shall at once report to his Supervisor and/or Principal.

- D. In the handling and processing of a grievance the following procedures shall apply:

Step 1. Any employee who believes he has a grievance shall present such grievance, on an informal basis, with his immediate Supervisor. The Steward shall be present at this informal conference if requested by the grievant. If the grievance is not resolved, the matter shall be reduced to writing and submitted to his Supervisor. The grievance must be reduced in writing three (3) days from the time of the discussion between the grievant and his Supervisor. In the event the grievance involves more than one grievant, or is filed by the Union, it must be reduced to writing and filed within three (3) days with the appropriate Supervisor who could remedy the alleged grievance.

ARTICLE V - GRIEVANCE PROCEDURE (Continued)

D. Step 1 (Continued)

The written "Statement of Grievance" shall name the employee involved, shall state the facts, including approximate dates and times, giving rise to the grievance, and shall identify all provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union, with respect to these provisions, and indicate the relief requested.

No grievance shall be processed unless it is presented at Step One within six (6) school days of its occurrence or knowledge of its occurrence. The same time restriction applies to a grievance filed by the Union.

Within three (3) days after the presentation of the written grievance the Supervisor shall give his answer in writing to the grievant.

Step 2. In the event the grievant is not satisfied with the disposition of his grievance at Step One, within five (5) days after the date of the Supervisor's answer, the grievant may appeal the grievance to the Business Manager. Such appeal shall be in writing. Within five (5) days after receipt of such request for appeal, the Business Manager shall hold the meeting in an attempt to resolve the alleged grievance. Only the Council Representative, President of Local, Chief Steward, Steward, Grievant and such representative of the Administration as needed shall be present at such meeting. Within three (3) days upon conclusion of such meeting, the Business Manager shall present the Local President and Grievant with a written answer to the grievance.

Step 3. If the alleged grievance is not settled at Step Two, it may be appealed in writing to the Board of Education within ten (10) days after the date of the answer by the Business Manager in Step Two. The Board, or a committee thereof, shall hold a hearing, or otherwise investigate the grievance or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Union shall have an opportunity to present its views at this step. The Board, or committee thereof, shall render a decision on the grievance and present it in writing to the Union within twenty-five (25) days after the date the matter was referred to the Board of Education.

ARTICLE V - GRIEVANCE PROCEDURE (Continued)

- E. Any written agreement reached between the Board and the Union is binding on all employees affected and cannot be changed by any individual.
- F. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to Step Three, the parties may, by mutual written agreement at Step Three, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step Three while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance held at Step Three.
- G. Arbitration

Step 4. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this Agreement, the Union may, within ten (10) days after the decision in Step Three is rendered, submit the grievance to arbitration.

The submission to arbitration shall contain a statement of the issues to be arbitrated and reference to the specific article and section allegedly violated. The parties shall attempt, within ten (10) school days after receipt of the notice of submission, to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the request for a list of arbitrators shall be made to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

It shall be the function of the arbitrator and he shall be empowered except as his powers are limited below after due investigation, to make a decision in writing and set forth his findings of fact, reasoning and conclusions of the issues submitted:

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

He shall have no power to rule on these matters previously exempted from the grievance procedures.

ARTICLE V - GRIEVANCE PROCEDURE (Continued)

G. Arbitration (Continued)

Step 4 (Continued)

There shall be no appeal from the arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Board.

The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements are proof are submitted to him.

The fees and expenses of the arbitrator shall be shared equally between the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness, other than the Local President and Grievant, who will not lose time nor pay, called by the other.

Claims for back pay shall not exceed five (5) days from the date on which the grievance was filed. All claims of back wages shall be limited to the amount of wages that the employee would otherwise have earned. All claims arising out of the same transaction or event shall be joined at the second step of the grievance procedure or forfeited.

Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this agreement shall not be processed.

- H. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance procedure, provided, however, that nothing contained herein shall deprive any employee of any legal right which he presently has, provided that if an employee or the Union elects to pursue any legal or administrative remedy, such election shall bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE VI - DISCIPLINE OF EMPLOYEES

- A. The Board may adopt reasonable rules and regulations not in conflict with the terms of this agreement governing the discipline of employees.
- B. No employee will be disciplined, demoted, dismissed, suspended with or without pay or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the rules of the Board of Education, moral misconduct or disability - mental or physical, as shown by medical evidence.
- C. Discipline of employees will be subject to the grievance procedure as set forth in this agreement; provided, however, that the Board's decision on the termination of the service of any probationary employee will be final and not subject to the grievance procedure unless such termination was for Union activities.
- D. Suspension and Discipline
1. Notice of suspension or discipline. The Board agrees promptly upon the suspension or discipline of an employee to notify in writing the Union President of the suspension or discipline.
 2. Upon request, the suspended or disciplined employee will be allowed to discuss his suspension or discipline with the president of the Union and the labor relations coordinator for the Administration.
 3. Appeal of suspension or discipline: Should the suspended or disciplined employee and President of the Union consider the discipline to be improper, a complaint shall be presented in writing through the President of the Union to the Labor Relations Coordinator within three (3) regularly scheduled working days of the suspension or discipline. The Labor Relations Coordinator will review the discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure Step 3.
- E. An employee who is disciplined and then subsequently has a satisfactory work record for a period of eighteen (18) months shall not have the previous disciplinary action used against him.
- F. Non-discrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination, but not limited to, age, sex, marital status, race, color, creed, national origin, political affiliation or union activity. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

ARTICLE VII - SENIORITY

- A. Seniority - Seniority shall be defined as an employee's length of continuous service with the Board of Education within the particular department after his Seniority date as established under Article VII, Section B.

Employees moving from one occupational group (department) to another will retain such benefits as vacation allowance and pension based on continuous years of service with the bargaining unit.

- B. Probationary Employee. An employee shall be regarded as a probationary employee until he has acquired seniority. The Board of Education may at its option re-employ a probationary employee but shall not be required to do so. An employee shall acquire Seniority by working forty-five (45) working days during a ten (10) consecutive month period in which event the employee's seniority date shall be his date of hire. When an employee has acquired seniority his name shall be placed on the appropriate seniority list required under the Agreement.

C. Seniority List

1. Seniority shall not be affected by the race, creed, sex, marital status or dependents of the employee.
2. The Seniority List on the date of this Agreement will show the name, job title, date of hire, months and days of seniority, building and rate of pay of all employees entitled to seniority.
3. The Board will keep an up-to-date Seniority List at all times and make available to the Union changes to the list as they occur. The local President, and each building, will be provided a complete up-to-date Seniority List as of March 15th and October 30th of each year. Any employee who believes he has been improperly placed on the Seniority List shall notify the Board in writing within ten (10) working days after the Seniority List has been posted on the bulletin board.

D. Department Seniority

1. Seniority for the purpose of layoff, recall, promotions and transfer shall be by date of entry in the following group:

Group #1 Cafeteria
Group #2 Operational and Maintenance
Group #3 Bus Mechanics

2. Employees moving from one of the above departments to another shall lose their departmental seniority.

ARTICLE VII - SENIORITY (Continued)

E. Loss of Seniority

1. An employee shall be terminated and lose his seniority rights if:
 - (a) He quits.
 - (b) He is discharged and the discharge is not reversed through the Grievance Procedure.
 - (c) He is absent for five (5) consecutive working days without notifying the Board and he fails to give explanations for the absence and lack of notice which are satisfactory to the school administration.
 - (d) If he does not return to work when recalled from lay-off as set forth in the recall procedure.
 - (e) Failure to return from a leave of absence at the end of the authorized period.
 - (f) Involuntary lay off for two (2) years or length of service, whichever is shorter. (This provision will cover all present employees and those on the recall list as of October 10, 1972.)
 - (g) Mandatory retirement.

ARTICLE VIII - LAYOFF AND RECALL

- A. The word "layoff" means a reduction in the working force due to a decrease of work.
- B. If it becomes necessary for a permanent layoff, the following procedure will be mandatory: Layoffs shall be by department group. Probationary employees will be laid off first in the departmental group affected. A senior employee shall then be given priority of work over a junior employee, provided he is presently capable of performing the available work.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list from the Board of the employees being laid off on the same date the notices are issued to the employees.
- D. In the event operations or portions thereof in any department are transferred from the present location to another location for a period in excess of seven (7) calendar days, those employees immediately affected by the transfer will be given an opportunity to transfer to the new location providing they are presently capable of performing the available work.
 1. The Board agrees that in any movement of work not covered in Section 4, it will inform the Union of the movement thereof.

ARTICLE VIII - LAYOFF AND RECALL (Continued)

- E. In event of any layoff, laid off employees will be given preference on a seniority basis on any openings prior to hiring outside people.
- F. Employees shall be recalled in inverse order of layoff, providing they are presently capable of performing the available work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered as having terminated his employment under Section 4 of Article VII.
- G. In the event of any layoff, Union Officers and Stewards shall hold top seniority.
- H. Employees who are laid off, and on the active recall list, shall be given an opportunity to fill temporary vacancies on a day to day basis within their classification. Said employees shall be required to notify the employer that they are available to do the above type of work.

ARTICLE IX - PROMOTIONS

- A. A promotion is an upward change in a job within the bargaining unit which results in additional compensation per hour for additional duties or responsibilities. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential or premium pay.
- B. Promotions shall be on the basis of the senior employee who is qualified to perform the job. Qualification shall be determined by a physical demonstration of the basic work which would be performed. Employees who pass the physical test shall then be given a written examination with questions relative to the work which would be performed.

The passing grades on both of the physical and written examinations shall be by mutual agreement between the Union and employer and in written form prior to the date of testing employees.

Employees who have made application for the promotion and who have been denied such promotion, shall be given reason for such denial, provided they have greater seniority than the employee who received the promotion. An employee who is dissatisfied with the reasons for disqualification shall have the right to grieve through the grievance procedure.

An employee shall be given up to thirty (30) days in which to qualify in such position.

ARTICLE IX - PROMOTIONS (Continued)

C. A transfer is a lateral change within an hourly rated classification where there is no additional or increase in compensation per hour.

A downgrade transfer is a transfer which results in a decrease in compensation per hour.

Both lateral and downgrade transfers will be handled as are promotions in B.

D. When a vacancy in a position occurs within the bargaining unit, the employees shall be given the opportunity to "bid" for such position in the following manner:

1. The Board shall post a notice, for a period of seven (7) calendar days, setting forth the title of the job, the qualifications required for the job, the shift for the job and the rate of pay for the job.
2. Any bid made after the expiration date stated on the notice posted shall not be considered in filling the job.
3. Bids will be accepted from employees in writing throughout the district.

E. If at any time, however, during the trial period, as provided in Section B above, the Board believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his former job. If the employee himself decides not to stay on the new job, he shall be returned to his former job if he makes such request within four (4) weeks after starting on the new job.

F. Any employee who is transferred in accordance with the foregoing procedures shall not be eligible for further transfer for a period of one (1) year from placement on the job. The only exception to this one-year rule shall be where there is mutual agreement between the Board, the Union and the employee.

G. The Board will have the right to assign employees to work in other classifications as considered necessary by the Board to facilitate operations, up to a period of thirty (30) calendar days. At the expiration of such assignment, the employee shall be returned to his former status. This section shall not be used to avoid filling a permanent opening.

H. An employee working in a higher job classification, which shall require the performance of all regular duties and functions thereof, for three (3) days or more shall receive the higher pay for all time worked in such higher job classification. If an employee temporarily works below his job classification, he shall still receive his regular classification pay. A temporary assignment

ARTICLE IX - PROMOTIONS (Continued)

H. (Continued)

is interpreted to be less than one (1) week. The "higher pay" that the employees shall receive shall be at least the minimum rate of pay for said higher job classification.

ARTICLE X - NEW OR CHANGED CLASSIFICATION

- A. When a new job is placed in existence, which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Board will, after notice to the Chief Steward, establish a rate for such a new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Chief Steward. During this period, a written grievance may be filed with the Superintendent at Step Three of the Grievance Procedure. If no written grievance is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE XI - LEAVES OF ABSENCE

A. Leave Policy

The following shall constitute the policy governing leaves of absence granted to maintenance-operational, cafeteria and bus mechanic personnel. It shall be the policy of the Board to grant leaves of absence for the following reasons: Health, Maternity and Military Service. All request for leaves of absence must be submitted in writing. All approvals of leaves of absence shall be in written form.

All leaves of absence with the exception of those granted for Military Service, shall be subject to the following provisions:

1. Eligibility for any leave of absence requires a minimum of one year continuous employment by the school district immediately prior to such leave of absence.
2. An extension of a leave of absence, but not to exceed one (1) year, may be granted by the Superintendent of Schools based upon good cause shown, hardship, seniority, and/or other factors or considerations. In exercising his discretion, the Superintendent shall make every effort to be consistent and fair in judgment.
3. While an employee is granted a leave of absence he shall retain the following employment rights held by him before such leave was granted:

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

3. (Continued)

- a. The same position on the salary schedule.
- b. Unused sick leave held at the start of the leave of absence.

No accrual of seniority shall be granted during leaves of absence of more than three (3) months.

4. An employee on a leave of absence must give written notice to the Superintendent of Schools not less than two (2) weeks prior to the date the leave expires of his intention to return or resign, and that failure to furnish such notice shall constitute a notice of resignation.

5. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties.

6. Re-employment shall depend upon an opening on the staff. In case of no opening the person returning, if qualified, will replace the person with the least seniority.

7. While an employee is on a leave of absence for less than three (3) months, substitute employees may be hired. Such substitute employees shall not accumulate seniority and shall be terminated upon expiration of leave and return of the employee from his leave of absence. Such returning employee shall return to the exact position vacated for the leave of absence.

8. Leaves of absence for specific reasons shall also be governed by the following provisions:

a. Medical Leave

In the event of extended illness or injury to the employee, and upon written recommendation by the physician, an employee shall be granted a medical leave, without pay or fringe benefits, for a period of up to one (1) year. The employee must notify the appropriate office within the first three (3) days of absence and complete the necessary forms.

At the end of the leave, the employee must either return or resign, unless a special extension is recommended by the Superintendent, as set forth in Article XI, Section A (2) above.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

8. a. Medical Leave (Continued)

When the employee returns to work, he will be placed in a position comparable to the one held at the time he left, provided he is capable of performing all the duties and functions thereof. The Board shall not be required to re-employ any person who is not physically capable of performing the duties applicable to his position. If another position or job is available, of which the employee is capable of performing, he may be offered such position.

b. Maternity Leave

(a) An employee who becomes pregnant must notify the Superintendent in writing as soon as possible after medical confirmation of such pregnancy. Such notification shall include a statement from her physician verifying the fact she is pregnant and giving the estimated date of birth.

(b) Periodic statements from her physician setting forth her well-being and ability to perform all the normal and regular duties and functions shall be required. Such statements are necessary, at least monthly, commencing with the employee's sixth month of pregnancy.

(c) A pregnant employee shall be permitted to continue working provided her doctor certified that she is physically well enough to work and perform all normal and regular duties and functions of her position, does not create an industrial risk.

(d) Additionally, if an employee seeks to work beyond the seventh month of pregnancy, a waiver of liability shall be necessary saving the Board of Education harmless from any claims of workmen's compensation, or claims by the unborn child and/or by the father.

(e) The employee shall make a request, in writing, for a maternity leave to the Board through the Superintendent at least thirty (30) days prior to the starting date of the leave.

(f) Frequent absences, prior to the start of the leave, which are attributed to the pregnancy of the employee, shall be considered sufficient reason for the Board to determine a starting date for the leave other than a previously approved date.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

8. b. Maternity Leave (Continued)

(g) The normal leave shall be through the postnatal examination. A further extension of maternity leave may be granted at the will of the Board of Education upon the recommendation of the Superintendent of schools.

(h) Before returning to work, the employee must be certified by her physician as ready and able to return to her full work assignment.

c. Military Leave

Any employee covered by the salary schedule who terminates employment in the school district to perform service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the employee serves only one draft term or until the state of emergency is ended, and provided also as follows:

- (1) The position vacated is other than temporary.
- (2) He is honorably discharged from the armed services.
- (3) He applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year.
- (4) He is still qualified to perform the duties of the position.
- (5) In the event of re-employment, the following provisions shall apply:
 1. Accrual of seniority shall be granted.
 2. Increments shall be added as if the employee had been in school district employ during the time of such service in the armed forces.
 3. Unused sick leave held at the start of the leave shall be restored.
- (6) Furthermore, all provisions of this policy shall be in accordance with state law governing military leaves of absence.

d. Sick Leave

1. All employees regularly employed for either the school year or the calendar year who are absent from duty because of personal illness shall be allowed annual sick leave in full pay at the rate of one (1) day for each month of active service, cumulative to a total of one hundred twenty (120) days. In any

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

8. d. Sick Leave (Continued)

1. (Continued)

one year the employee may use up to one-half (1/2) of cumulative days, not to exceed twenty (20) days for illness in immediate family. (Immediate Family as defined in Article XI, d-4.)

2. Employees who do not have sufficient sick days in their bank to cover an illness and have a pay deduction resulting therefrom will not be reimbursed.

3. All requests for such sick leave must be submitted to and approved by the Superintendent of Schools or his designee; proof of illness, signed by a physician and approved by the Superintendent of Schools, may be required at any time.

4. Immediate family shall be interpreted as: husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, and the corresponding relative of the employee's spouse.

5. For the protection of children, the Board of Education may require of the employee a health certificate from a physician to be filed in the office of the Superintendent of Schools. Any employee who is not able to return to duty on Monday following two (2) weeks illness or injury, shall present a certificate of ableness to the Superintendent of Schools upon his or her return to work. This certificate shall be signed by a physician. Any employee who has been absent because of a nervous disorder must present a satisfactory report from a physician. In addition, he may be required to submit to an examination by a physician designated or agreed upon by the Superintendent of Schools at the Board's expense.

6. Upon retirement of an employee, the Board agrees to pay one-half (1/2) of the accumulated sick days to a maximum of twenty (20) paid sick days (40 accumulated days). Retirement must be based on the Michigan School Employees retirement plan to qualify for this retirement allowance. The rate of payment will be based on the daily rate for the employee on his last day of work.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

8. d. Sick Leave (Continued)

7. Upon the death of an employee, the Board agrees to pay to the beneficiary a cash benefit for one-half (1/2) the accumulated sick leave of the employee. The rate of payment will be based on the daily rate for the employee on his last day of work.
8. Active service shall mean working at least one-half (1/2) of the work days in a month.

e. Personal Business Policy

1. Twelve (12) month employees shall be granted three (3) days of leave per year, ten (10) month employees will be granted two (2) days per year, with full pay at the straight time rate, to transact personal business, provided:
 - a. The regular employee has six (6) months or more seniority.
 - b. Those employees who have less than six (6) months seniority shall receive one (1) personal leave day.
 - c. Written notification for such leave shall be made at least five (5) days in advance if possible.
 - d. All letters of application will be submitted to the Building Head Custodian who will submit the letter to the Supervisor of Buildings and Grounds for prior approval.
 - e. That business cannot be transacted at a time other than on a working day.
 - f. That day(s) will not be used for personal pleasure.
 - g. Violation of the above will result in disciplinary action.
2. These day(s) may not be taken immediately preceding or following a holiday or school recess.
3. This policy does provide for those days not being used as personal business in any one year to be transferred to the accumulative sick leave bank for use as sick leave.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

f. Miscellaneous Leaves

1. JURY DUTY AND COURT SUBPOENA

A leave of absence shall be granted an employee called for jury service, or jury interviews, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid by the court. The employer will pay the employee the difference between any compensation received and his regular pay when the employee is subpoenaed to appear before a Court or other legal body other than as the defendant or complaint.

2. CLASSES

Employees who are required by the district to attend in-service training programs and related classes outside of their scheduled work hours shall be paid their regular straight-time rate for the hours spent at such programs and classes.

3. LEAVES FOR UNION BUSINESS

Any employee being selected to a permanent office shall be granted such leave of absence upon proper request from the Union and shall at the end of the term be given re-employment with seniority accumulative during such leave of absence, if there is sufficient work for which he is in line at the then current rate of pay and provided he is fully qualified to do such work. Such leave shall not exceed one (1) year, or the term of office, whichever is shorter.

4. UNION CONVENTIONS

Any employee being selected as a delegate to any Union Convention necessitating a temporary leave of absence shall be allowed time off for the convention providing the employee has unused vacation time for that year and providing the time off taken is deducted from the employee's vacation allowance under Article XV.

5. COURT APPEARANCES

A leave of absence may be granted for court appearance as a non-party witness in a case incident to his employment, or when a party defendant (with the Board) in a case incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal straight time daily rate and the witness fee paid by the court, if any, provided further than the employee is required by law to appear.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

A. Leave Policy (Continued)

g. FUNERAL LEAVE

If a death occurs among members of an employee's immediate family, as defined in this Agreement, Article XI d-4, the employee will be granted three (3) days leave with pay at the regular straight time rate. In addition, two (2) days may be granted deductible from the accumulated sick leave bank. Upon request two (2) additional days may be granted deductible from the accumulated sick leave bank. Immediate family shall be interpreted as: husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, and the corresponding relative of the employee's spouse.

ARTICLE XII - HOURS OF WORK AND OVERTIME

- A. The Board of Education shall retain the right to schedule the work hours of employees according to the needs of the school system. When possible, the employee and the Union will be given seven (7) days advance notice, however, any change in hours shall be subject to the grievance procedure.
- B. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- C. The normal work week shall be Monday through Friday.
- D. A normal work shift for operational-Maintenance employees shall consist of not more than eight (8) hours working time which shall be broken by a fifteen (15) minute rest period midway through the first four (4) hours and one-half (1/2) hour unpaid lunch period midway through the eight (8) hour shift. A fifteen (15) minute rest period will be allowed midway through the second four (4) hours; however, the Board will not revise or make provisions in any present or future work schedule for same. The existing practice in regards to wash-up time shall remain in effect.
- E. All work performed in excess of forty (40) hours in a scheduled work week or work performed in excess of eight (8) hours a day will be paid at the rate of time and one-half.
- F. Overtime hours, for the purpose of this Agreement, are those hours worked in excess of the regularly scheduled assignments.
1. Overtime will be scheduled by the Board
 2. Overtime hours shall be divided as equally as possible among employees in a building. An up-to-date list showing all overtime hours will be posted each pay period in a prominent place in each building.

ARTICLE XII - HOURS OF WORK AND OVERTIME (Continued)

F. (Continued)

3. Whenever overtime is required, the person with the least number of overtime hours in the building will be called and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of the employees in the buildings. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work and they will be charged with the number of hours worked. Employees who work less than eight (8) hour per day schedule shall be granted overtime in the building assigned on a pro-rated basis.
 4. For the purpose of this clause, time not worked because the employee, when contracted, was unavailable, will be charged the number of overtime hours of the employee working (two (2) hours minimum).
 5. Overtime hours will be computed from July 1 through June 30 and each year thereafter. All employees will start with zero (0) hours overtime each July 1.
 6. Employees that have changed classifications or buildings will be charged with the highest number of overtime hours that exist in the new classification or building on the day he was assigned.
 7. Employees transferred into or rehired into and newly hired into the bargaining unit shall be posted for overtime one (1) hour over the highest hour employee in the classification or building.
- G. When overtime is necessitated by an emergency situation, those provisions of "F 3" shall not apply.
- H. An employee, unless otherwise notified by the Board, who reports for work on his regularly assigned shift and is informed by the management that work is not available for such employee, shall receive not less than two (2) hours of work or two (2) hours pay at his hourly rate, provided, however, that such employee shall be required to do any work assigned to him during the said two (2) hour period. Notification by the Board not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes or other conditions beyond the control of the Board. Employees who are absent so that proper notice cannot be given them while at work, have as their own responsibility the checking of the necessity for reporting. Should they report for work, the Board shall not be obligated under this section.

ARTICLE XII - HOURS OF WORK AND OVERTIME (Continued)

- I. In the event an employee is improperly denied overtime, he shall be entitled to the next overtime opportunity within his building.
- J. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates under one provision shall not be counted as hours worked in determining overtime under the same or any other provision.
- K. All employees will work overtime when asked unless they have a reasonable and valid excuse.
- L. The Board of Education will use only those employees permanently employed by the Board and within the Operational-Maintenance departments to work after school and weekend activities. Employees from other departments within the bargaining unit may be called when a shortage of employees exists.
- M. Double-time will be paid for Holidays and Sundays based on standard hourly rate provided that the employee worked the day before and the day after said day or
 - 1. Was on a scheduled "off" day.
 - 2. An approved said "leave" day.

For the purpose of this benefit the work week is defined as Saturday through Friday.

- N. Food Service employees shall be paid at the rate of time and one-half for the hours worked when asked to report for work after kitchen closing hours, regardless of the number of hours worked in the daily schedule.
- O. Rest and Lunch Period Food Service Department
 - 1. A Food Service employee who works less than four (4) hours is entitled to eat lunch, but she must eat on her own time. If the employee works four (4) hours or more, she is entitled to a twenty (20) minute paid lunch period. Employees of six (6) hours or more, are entitled to a ten (10) minute rest period per day to be designated at the discretion of the Cafeteria Manager.

ARTICLE XIII - COMPENSATION

A. The straight-time hourly wage rate shall be that listed in the schedule below and shall become effective at the beginning of the first shift on July 1, 1972.

	<u>Probationary Rate</u>	<u>Rate Per Hour</u>
Head Custodian - Sr. High School	4.20	4.45
Head Custodian - Jr. High School	4.10	4.35
Ass't Head Custodian - Sr. High School	4.10	4.35
Ass't Head Custodian - Jr. High School	4.01	4.26
2nd Ass't Head Custodian - Sr. High School	4.01	4.26
Head Custodian - Elem. & Admin. Building	4.01	4.26
Custodian	(Start) 3.55	
"	(End of Probationary Period) 3.80	
Utility	(Start) 3.59	
"	(End of Probationary Period) 3.84	
Truck Driver	3.94	4.19
Shipping and Receiving	3.94	4.19
Heating and Ventilating	4.65	4.90
Skilled Maintenance & Bus Mechanics	4.39	4.64
Semi-skilled Maintenance and Bus Mechanics	4.04	4.29
Secondary Cooking Manager	3.23	3.48
Central Kitchen Manager	3.23	3.48
Elementary Managers	3.13	3.38
Cooking Managers	3.13	3.38
Satellite Managers	2.40	2.65
Cooks and Bakers	2.82	3.07
Kitchen Helpers	(Start) 2.30	
"	(End of Probationary Period) 2.55	

ARTICLE XIII - COMPENSATION (Continued)

- B. Employees working on the third (3rd) shift will be paid a twenty (20) cent per hour shift premium.
- C. If a regular pay day falls during an employee's vacation, he will receive that check in advance of his vacation. Should an employee change his vacation, he must make a request for his check one (1) month before leaving, if he desires to receive a check in advance.
- D. If an employee is laid off or retires he will receive any unused vacation pay including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- E. An employee permanently assigned to a classification, other than Custodian, Utility or Kitchen Helper, will receive the appropriate probationary rate of pay for the first thirty (30) working days. Upon completion of this satisfactory probationary period, the rate of pay will be as established as the maximum rate.

ARTICLE XIV - HOLIDAYS

A. OPERATION and MAINTENANCE and BUS MECHANICS

- 1. Seniority employees who work on the last regularly scheduled District working day preceding, and the first regularly scheduled District working day following the holidays enumerated below, will receive holiday pay calculated at the rate of their regular straight time rate, as determined on a daily basis:
 - New Years Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve Day
 - Christmas Day
- 2. In those years in which Memorial Day and the Fourth of July fall on a Tuesday or a Thursday, the Monday or Friday respectively of such weeks shall be a paid holiday subject to the above requirements.
- 3. Those employees who work half their normal shift on the following day shall be paid for their normal shift at their regular straight time rate:

December 31

ARTICLE XIV - HOLIDAYS

A. OPERATION and MAINTENANCE and BUS MECHANICS Continued

4. Should a holiday fall on a Saturday or Sunday, and school is in session on a Friday or Monday, the employee will be paid at a straight time rate for the holiday as outlined above.
5. Should the Friday preceding, or the Monday following, not be days when school is in session, the employees will be given the appropriate date off, as determined by the Board, in lieu of the holiday, with pay. Thirty (30) calendar days' notice will be given concerning the day or procedure to be followed.

B. CAFETERIA

1. Seniority employees who work on the last regularly scheduled District working day preceding, and the first regularly scheduled District working day following the holidays enumerated below, will receive holiday pay calculated at the rate of their regular straight time rate, as determined on a daily basis:

New Years Day
Good Friday
Memorial Day
* Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

* If the employee was not scheduled to work the day before Labor Day he will be eligible for this holiday if requested by the Board to work the day after Labor Day.

2. In those years in which Memorial Day and the Fourth of July fall on a Tuesday or a Thursday, the Monday or Friday respectively of such weeks shall be a paid holiday subject to the above requirements.
3. Should a holiday fall on a Saturday or Sunday, and school is in session on a Friday or Monday, the employee will be paid at a straight time rate for the holiday as outlined above.
4. Should the Friday preceding, or the Monday following, not be days when school is in session, the employees will be given the appropriate date off, as determined by the Board, in lieu of the holiday, with pay. Thirty (30) calendar days' notice will be given concerning the day or procedure to be followed.

ARTICLE XV - VACATIONS

A. FULL TIME EMPLOYEES

1. For the purpose of vacation pay benefits, full time employees are those employees employed on a twelve (12) month basis. Vacations will be computed on the basis of months of active service with the school district, provided the active service is continuous and in accordance with Article IX.
2. These employees shall be entitled to vacation pay in accordance with the following schedule.

6 to 12 months----- 5 days
13 to 60 months-----10 days
61 to 120 months -- One (1) additional vacation day for each 12 months of service up to 15 total vacation days.
121 to 180 months -- One (1) additional vacation day for each 12 months to a maximum of 20 total vacation days.

Length of service shall be computed as of June 30, 1972. Vacation pay will be at the employees normal straight time rate, computed on a normal daily basis times the number of vacation allowance days.

3. An employee who leaves the employment of the Farmington Public Schools during the current fiscal year between July 1 and June 30 of the succeeding year as a result of dismissal, or who has less than six (6) months continuous service shall not earn any vacation rights.
4. An employee who leaves the employment of the Farmington Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) by voluntary separation due to just cause as ascertained by the Superintendent of Schools, shall be granted pro-rated vacation pay as follows, provided that the employee gives two (2) weeks written notice of his intent to resign.

6 to 12 months----- 5 days
13 to 60 months----- 10 days
61 to 120 months----- One (1) additional vacation day for each 12 months of service up to 15 total vacation days.
121 to 180 months ----- One (1) additional vacation day for each 12 months to a maximum of 20 total vacation days.

5. Vacation days shall not be accumulative from one year to the next and are to be taken annually as set forth in Section A-2 of this Article.

ARTICLE XV - VACATIONS (Continued)

A. FULL TIME EMPLOYEES (Continued)

6. In recognition of the importance of having effective supervision at all times as well as having a person responsible with regard to building activities, Building Heads and the Assistant Heads of secondary schools may not take their vacations at the same time, nor may their vacations overlap.
7. In other than secondary school buildings vacations must be arranged so that there is one operational-maintenance employee present during the normal working day. Maintenance employees who are assigned like jobs must arrange their vacations so that they do not coincide.
8. Vacations may not be divided more than one time without approval of the Supervisor of Buildings and Grounds. When vacations are divided a minimum of five (5) days will be allowed for each vacation period.
9. Vacations will be granted at such time during the year as are right, considering both the wishes of the employees and efficient operation of the department concerned.
10. A vacation may not be waived by an employee and extra pay received for work during that period.
11. All vacations must be approved by the appropriate Departmental Supervisor.

B. OTHER THAN FULL TIME EMPLOYEES

1. For the purpose of vacation pay benefits, less than full time employees shall be entitled to vacation pay in accordance with the following schedule:

6 to 12 months----- 5 days

After 13 months, one additional vacation day for each 12 months of service to a maximum of 20 total vacation days.

This vacation pay benefit will be computed on the basis of months of active service with the school district, provided the active service is continuous and in accordance with Article IX.

2. An employee who leaves the employment of the Farmington Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) as a result of dismissal, or who has less than six (6) months continuous service shall not earn any vacation rights.

ARTICLE XV - VACATIONS (Continued)

B. OTHER THAN FULL TIME EMPLOYEES (Continued)

3. An employee who leaves the employment of the Farmington Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year) but voluntary separation due to just cause as ascertained by the Superintendent of Schools shall be granted pro-rated vacation pay as follows, provided that the employee gives two (2) weeks written notice of his intent to resign.

6 to 12 months ----- 5 days

After 13 months one additional vacation day for each 12 months of service to a maximum of 20 total vacation days.

4. Length of service shall be computed as of June 30, 1972, and each June 30 thereafter. Vacation pay will be at the employee's normal straight time rate, computed on a normal daily basis times the number of vacation allowance days.
5. There shall be no vacation time off for hourly rated employees but rather a vacation pay allowance will be made payable the first payroll period after July 1st.
6. All vacation benefits must be approved by the appropriate departmental Supervisor.

ARTICLE XVI - NO STRIKE - NO LOCK-OUT

- A. The Union agrees that during the entire life of the Agreement it shall not engage or participate in, authorize, or sanction any strike, sit-down, sit-in, walkout, or slowdown, of any kind whatsoever. In the event of a strike, sit-down, sit-in, walk-out, slowdown, of any kind whatsoever the Union will do everything in its power to have the employees discontinue any of the above listed practices and to so notify the Board of its attempts and efforts.
- B. No lockouts of employees shall be instituted by the Board during the life of this Agreement.

ARTICLE XVII - SPECIAL CONFERENCES

- A. There shall be established under this Article a closed forum, hereinafter called "special conference", for the purpose of improving employer-employee relationships. It is understood by the parties, however, that the special conferences are not to be construed or utilized as a grievance or "gripe" session. It is not to be considered as negotiations.

ARTICLE XVII - SPECIAL CONFERENCES (Continued)

B. Special conferences will be arranged between the Local Union President and the Board or its designated representatives by mutual consent of the parties, such conferences shall be between up to three representatives of the Union (which may include a council representative and/or a representative of the International Union). Arrangements for the conference shall be made in advance; and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. If the special conferences take place during an employee's working hours, he shall not lose time or pay for reasonable time, not to exceed two (2) hours, spent in such special conference. Preferably, however, special conferences will be scheduled during non-working time.

ARTICLE XVIII - HEALTH EXAMINATION

A. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that he,

1. Provide health certificate

Upon initial employment, each employee shall provide by certification of his private physician evidence of:

- a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
- b. Freedom from active tuberculosis and other communicable diseases.

2. Renew every year

At least every year thereafter, the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-ray.

- a. The fee for renewing the food handlers' card will be reimbursed by the Board to those employees who obtain renewal cards at the Oakland County Health Department and who remain in the employ of the district for the entire school year. Reimbursement shall be dependent upon receiving from the employee a receipt evidencing payment and said reimbursement shall be made at the end of the school year.

ARTICLE XIX - WORK RULES

A. The Board shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow not in conflict with the terms of this agreement. The Board shall retain the right to warn, reprimand, lay off, discharge, demote, transfer any and all employees who violate these rules.

New or amended rules will be published five (5) working days prior to their effective date.

The Board shall retain the right to assess a penalty less severe than that prescribed for a given rule provided further, however, that this shall not constitute precedent for assessment of a lesser penalty in subsequent cases involving violation of the same rule. Any rules adopted shall be applied uniformly. All penalties for like offenses will be equally administered.

ARTICLE XX - RETIREMENT

A. All non-teaching employees of the Farmington Public School District who reach the age of 65 on or before September 1st of any given year shall be retired as of the preceding July 1st. This policy shall become effective July 1, 1969.

ARTICLE XXI - TRAINING

- A. The Board may conduct training programs in all departments of the unit for the purpose of enhancing the qualifications of the individuals. Such programs may be instituted for:
1. Special Education Students
 2. Co-operative Education Students
- B. Before a student is placed in any department the training teacher will work out an agreement with the employee, his supervisor and the Union representative regarding the training program.
- C. No employee shall be required but may upon mutual agreement assist in the training of the assigned student.

ARTICLE XXII - GENERAL

A. The Board may, at its discretion, require that employees undergo physical and medical test and examinations by a Board appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, student health and safety, etc., provided, however, that the Board will pay the cost of such tests and examinations. Should a dispute arise because of this requirement due to a conflict in medical reports with the employee's own physician, the employee shall be examined by an appropriate specialist in the area of controversy at Ford Hospital

ARTICLE XXII - GENERAL (Continued)

A. (Continued)

in Detroit, or the University of Michigan Medical Center in Ann Arbor for final determination. The cost of the latter examination shall be shared equally by the Board and the employee.

B. The Board may, at its discretion, require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in the loss of five (5) or more work days.

C. All employees shall have access to the office telephone at all reasonable times for emergency use.

D. The Union and its members shall have the right of using building facilities for meetings at all reasonable hours in accordance with existing Board policies. A building permit shall be secured from the building principal in each instance.

E. Present Board policies governing working conditions will continue in effect provided said policies do not conflict with the terms of this Agreement.

F. EMPLOYEE EVALUATION AND RECORDS

1. The Board agrees to give every employee access to his own files to examine in the presence of an administrator his record and accumulated evaluations together with any reports other than those received from previous employers which might be considered confidential.

2. The Board directs the administration to report to each employee, through a written notice from the building principal or their immediate supervisor, all complaints and compliments received by the administrator, whether or not they seem valid.

G. If any article or section of this agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

H. The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees

ARTICLE XXII - GENERAL (Continued)

H. (Continued)

that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

I. This agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Union and constitutes the entire agreement between the parties. Any Amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

J. Nothing in this Agreement shall limit in any way the right of supervisors and/or work leaders to perform bargaining unit work providing it does not deprive regular employees of their normal and/or overtime hours of work.

K. A copy of the Board agenda and a copy of all Board's minutes as approved by the Board, shall be sent to the Union president.

L. On approximately the first of September, January, April and July the Board shall provide the employees with the number of their unused accumulated sick leave days.

M. Copies of complete Agreement shall be printed at the expense of the Board. One (1) copy shall be given to each employee presently employed, new employees shall receive a copy at the time of employment, plus ten (10) copies to the Union.

N. During the term of this Agreement, it is mutually agreed that the parties will meet at times mutually agreeable and with representatives mutually agreed to by both sides to discuss the selection of a health insurance carrier. It is understood that the discussion will concern itself with the type of benefits now received and that no less benefits will be considered with the selection of a carrier. Any change of the insurance carrier shall require the ratification of the Board and Union membership.

O. During the term of this Agreement, it is mutually agreed that the parties will meet at times mutually agreeable and with representatives mutually agreed to by both parties to discuss the maintenance department classifications and prime assignments. Any changes made shall require the ratification of the Board and Union membership.

ARTICLE XXIII - INSURANCE BENEFITS

A. MICHIGAN WORKMEN'S COMPENSATION

1. Any employee who is absent because of injury or disease compensable under Michigan's Workmen's compensation Act shall receive from the Board of Education his regular salary or the difference between his regular salary and the allowance under the Act for all working days prior to the eighth calendar day after injury or disease without loss of credit from the sick leave bank.
2. In addition, starting with the eighth calendar day, the employee shall receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.
3. When the employee returns his/her sick leave bank will be returned to the balance on record before the time of injury or disease.
4. The employee who is covered by LTD will not collect the sick leave benefits of section two of this Article at the time LTD takes effect.

B. TERM LIFE INSURANCE

1. The Board will provide for employees who work four (4) hours or more per day Term Life Insurance protection in the amount of \$7,500.00.
2. Those regularly scheduled employees who work less than four (4) hours but not less than three (3) hours per day will receive \$3,750.00 and may participate at the \$7,500.00 level by paying the premium difference between \$3,750.00 and \$7,500.00.
3. Such insurance to be effective thirty (30) days after signing of this agreement.
4. The Board will determine the carrier of such insurance.
5. This benefit to cover all employees of the bargaining unit that qualify.
6. All new employees will be eligible following completion of a satisfactory probationary period.
7. Beginning July 1, 1971 the amounts of Term Life Insurance provided for those employees who work four (4) hours or more will be \$8,000.00. Those working less than four (4) but not less than three (3) hours per day will be \$4,000.00.

ARTICLE XXIII - INSURANCE BENEFITS (Continued)

C. LONG TERM AND PERMANENT DISABILITY INSURANCE

1. The Board will provide 100% of the cost of insurance coverage to all employees, who work six (6) or more hours per day, desirous of protection against long term and permanent disability. Same coverage shall begin after ninety (90) working days of the disability and provide benefits of fifty (50) per cent of the employee's regular salary computed on a daily basis until age 65. Provided, however, that if the employee still has accumulated sick leave allowance he shall only be entitled to draw his remaining sick leave on a pro-rate basis at the rate of the difference between his insurance benefits and his regular salary computed on a daily basis.
2. Such insurance to become effective thirty (30) days after signing of this Agreement.
3. The Board will determine the carrier of such insurance.
4. All new employees will be eligible following completion of a satisfactory probationary period.

D. HOSPITALIZATION AND MEDICAL INSURANCE

1. The Board of Education agrees to pay 100% of all full time employee's medical and hospital insurance. Full family coverage for Head of Household and Individual Subscription for those not head of household. This amount may, at the employee's option, be applied as follows:
 - a. Individual or family Blue Cross-Blue Shield of the type presently offered by the Board, or
 - b. MEA Health Care Insurance of the type presently offered by the Board.
 - c. The Farmington Board of Education agrees that upon receipt of bills for Xray it will reimburse the employee the first \$5.00 of said bill.
 - d. Part time employees will receive a pro-rated share. A full time employee shall be interpreted to be those who work thirty-eight (38) weeks or more and those who work at least six (6) hours per day, five (5) days per week. Part time employees must work a minimum of fifteen (15) hours per week to qualify for the insurance program. subsidization on a 50% basis will be allowed for employees who work fifteen (15) hours per week but less than thirty (30) hours per week.

ARTICLE XXIII - INSURANCE BENEFITS (Continued)

D. HOSPITALIZATION AND MEDICAL INSURANCE (Continued)

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- e. Above benefits will be provided to all regular full time and part time employees, except those employees who terminate their employment. Their insurance benefits will end at the close of the month in which they terminate.
- f. This benefit to cover all employees of the bargaining unit that qualify.
- g. There shall be no duplication of insurance. The employee must notify the personnel office of any personal insurance coverage, either through personal coverage or coverage from spouse's or family's insurance plan. If the employee is covered by any other hospitalization insurance, the Board's obligation under this provision shall be waived.

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1972 and shall continue in full force and effect until the 30th day of June, 1975, except as provided for in Paragraph two, and from year to year thereafter unless the provisions set forth therein are complied with.

During the years of 1973 and 1974 the contract shall be opened for negotiations of Articles XIII, XIV, XV and XXIII. Said negotiation shall begin not later than March 15 of each year.

In the event either party wishes to terminate this Agreement or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this Agreement.

If no notice of termination or modification is given by either party as provided for herein then this Agreement shall automatically renew itself and continue in full force and effect from year to year.

After the sixty (60) day notice has been given and received, as soon as practicable and under the circumstances prevalent at the time, the parties shall commence negotiations.

DURATION OF AGREEMENT (Continued)

IN WITNESS WHEREOF, the Union and the Board have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION

FARMINGTON PUBLIC SCHOOL DISTRICT

By _____
President

By _____
Secretary

METROPOLITAN COUNCIL NUMBER 23

AFSC & ME. AFL-CIO LOCAL #1456

By _____
President

By _____
Secretary