

6-30-74

Farmington

MASTER CONTRACT

between

BOARD OF EDUCATION

and

FARMINGTON ASSOCIATION OF EDUCATIONAL
SECRETARIES

FARMINGTON PUBLIC SCHOOL DISTRICT

OAKLAND COUNTY, MICHIGAN

1972 - 1974

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THIS AGREEMENT made and entered into this _____ day of _____,
1972, by and 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 Farmington Association of Educational
Secretaries, hereinafter referred to as the "Association," party of the
second part.

PURPOSE

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the FARMINGTON PUBLIC SCHOOL DISTRICT is a unit of government, subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan," and that the Board 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 the children therein.

Further: Since the efficiency of the program of any school system is directly proportional to the effectiveness of its employees in every category, and since such effectiveness is contingent upon high morale and sound human relations, it is the purpose of the Board to employ competent, morally acceptable, and dedicated personnel.

It is the purpose of this Agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours, and working conditions, and appropriate means of resolving them, without interruption of the school program.

ARTICLE I. = RECOGNITION

- A. The Board hereby recognizes the Farmington Association of Educational Secretaries as the exclusive bargaining representatives as defined in the Public Employment Act (Act 336 of the Public Acts of 1947, as amended by Act 379 of Public Acts of 1965) for all full-time, part-time, and substitute office employees, excluding all supervisors, the secretaries to the Superintendent, Deputy Superintendent, Assistant Superintendents, Business Manager, Labor Relations Coordinator, and all temporary employees.

Full-time employee - An employee who is regularly scheduled to work the full work day on a daily basis.

Part-time employee - An employee who is regularly scheduled to work less than the full day, but not less than three (3) hours per day, on a daily basis.

Substitute employee - An employee who takes the place of a full-time or a part-time employee, on a non-permanent day-to-day basis, until the full-time or part-time employee returns.

Temporary employee - An employee who supplements the work of full-time or part-time employees, when additional help is required. Temporary employees will be employed for single assignments not to exceed 30 days.

- B. The Board agrees not to negotiate with any educational office employees' organization other than the Association with respect to the employees in the Association for the duration of this Agreement. Provided, that any individual employee at any time may present grievances to his employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

ARTICLE II - ASSOCIATION SECURITY

- A. Employees shall not be required to join the Association; however, employees covered by this Agreement at the time this Agreement is ratified and signed shall either maintain their membership in the Association to the extent of tendering the regular periodic dues uniformly required as a condition of retaining Association membership in accordance with the Association constitution or by-laws or tender a representation fee equivalent to the regular, periodic local dues.
- B. Employees hired after the signing of this Agreement shall, upon completion of their probationary period, either become members of the Association to the extent of tendering the regular periodic dues uniformly required as a condition of retaining Association membership in accordance with the Association constitution or by-laws or tender a representation fee equivalent to the regular periodic local dues.
- C. In the event the representation fee in Sections A and B above is not paid by the end of a school year (June 30), and provided written notice thereof has been given to the office employee and the Board by the Association sixty (60) days prior to the end of the school year, the Board agrees that such employee shall remain at the same total salary amount until such time as she meets the conditions of this Agreement. If, in the subsequent year she meets the conditions of this Agreement, she shall be placed on the salary schedule then in effect, but shall have permanently lost the experience credit used to calculate the salary step for the year or years she was in violation of the Agreement.
- D. For the life of this Agreement, the Board agrees to deduct, upon voluntary written authorization from the employee, the regular periodic dues uniformly required by the Association, including the National Association of Educational Secretaries and the Michigan Association of Educational Secretaries, if authorized, from the employee's regular salary as follows:
1. Individual authorization forms as set forth in Appendix are to be furnished by the Association and when executed, filed by it with the Business Office.
 2. Authorization must be filed with the district's Business Office one (1) week prior to the second scheduled payday of the month the first deduction is to be made, provided computer programming permits it.
 3. Dues shall be deducted monthly.

ARTICLE II - ASSOCIATION SECURITY (continued)

4. The Association will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues. The amount of the deductions for such dues are not subject to change during the entire school year.
 5. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly. The Association will be responsible for disbursement to the Michigan Association of Educational Secretaries and National Association of Educational Secretaries.
- E. The Association shall indemnify and save harmless the Board from any and all claims, demands or suits by reason of any action taken by the Board for the purpose of complying with this Article.

ARTICLE III - ASSOCIATION-EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use school building facilities for meetings at all reasonable hours, outside of the working day, at no expense to the Association unless additional custodial and other expense to the Board is incurred and in accordance with existing Board policies. The Association must secure a building permit from the Director of Buildings and Grounds.
- B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
- C. The Association agrees that it shall continue to admit office personnel to its membership without discrimination by reasons of race, creed, color, sex, marital status or national origin.
- D. Employees shall not be reprimanded or disciplined in front of students, parents or unconcerned personnel.

If an employee is to be reprimanded or disciplined, and such discipline is likely to result in demotion, temporary layoff or discharge, the employee will be so advised and will have the right to have the chairman of the Professional Problems Committee present.

ARTICLE IV - ASSOCIATION-EMPLOYEE RESPONSIBILITIES

- A. It is the responsibility of the Association and individual members and each office employee to honor Board policies and administrative regulations, not in conflict with the provisions of this agreement. It is neither the function nor the right of the Association or individual members to assume administrative responsibilities.

ARTICLE IV - ASSOCIATION-EMPLOYEE RESPONSIBILITIES (continued)

- B. Time lost by unauthorized absence from duty will result in a proportionate reduction in salary.
- C. Upon the official closing of school due to bad weather conditions as announced by the Superintendent's office, all office personnel shall not be expected to report for duty. No penalty shall be imposed for such absence.
- D. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:
 - 1. Upon initial employment, each employee shall provide by certification of her private physician evidence of:
 - a. Such state of physical and mental health that she is able to attend to her assigned duties without undue absence during the ensuing year,
 - b. Freedom from active tuberculosis and other communicable diseases.
 - 2. At least each year thereafter, the employee will show evidence of her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray, evidence of the test to be submitted to the Board. Such evidence to be at no expense to the employee.
- E. All office employees shall follow published procedures in the event of absence.

The employee shall call her building principal before 2:30 p.m. on the day before she is to return to work. Without such a call, it will be assumed that the employee does not intend to return and the substitute will be retained for the following day.

If the employee does not make a call and both the employee and substitute report for work the following day, the substitute's salary may be deducted from the employee's salary if there is no other assignment available for the substitute.

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES

- 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 the generality of the foregoing, the right:

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES (continued)

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 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.
- C. The members of the Association will be notified in writing within five (5) days when job openings occur. Also be informed when an employee covered by this agreement retires; or terminates their employment with reason for termination.

Within five (5) days of the hiring of new personnel, the secretary of the Association shall be notified, in writing, the name of the new employee, date of hire, classification, building, step on salary schedule.

Within five (5) days after the effective date of promotion or change of classification of an office employee, the secretary of the Association shall be notified in writing the name of the employee, new classification, and the date of change.

ARTICLE VI - PROBATIONARY EMPLOYEES

- A. An employee shall be regarded as a probationary employee for the first ninety (90) calendar days of her employment and shall have no seniority standing until completion of her ninety (90) calendar day period, at which time seniority shall date back to her date of hire. Upon satisfactory completion of the probation period, sick leave and vacation benefits shall be credited as of the first day worked.
- B. Probationary employees may be laid off or discharged at the sole discretion of, and as exclusively determined by the Board.

ARTICLE VII - SENIORITY

- A. An employee's employment shall be terminated and her seniority shall cease upon:

1. Voluntary quit
2. Discharge. The Board shall not discharge nor suspend any employee without just cause.

The Board shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Association, prior to any such discharge or suspension for minor infractions, such as absenteeism, tardiness and sub-standard work performance.

No warning notice need be given to any employee or the Association before she is discharged for major infractions on the job such as intoxication, theft, and fighting.

The warning notice, as herein provided, shall not remain in effect for more than a period of one (1) year from the date of said warning notice.

An employee discharged or suspended in accordance with this provision may file a written grievance at Step Two of the Grievance Procedure.

3. Unexcused absence from work for five (5) consecutive working days without notifying the District and without having a reasonable and valid cause for such absence.
4. Failure to return to work upon recall within three (3) working days after having been notified to report for work unless the employee gives a reason satisfactory to the Board. Such notification shall be by telegram or registered mail, addressed to such employee at her last address as filed with the Board. It shall be the responsibility of each employee to have his correct address on file with the Board.
5. Involuntary layoff of more than the length of an employee's total seniority at the time of layoff or one (1) year, whichever is less.
6. Failure to return from a Leave of Absence within three (3) working days following the end of the authorized period.
7. Mandatory retirement.

ARTICLE VIII - SUBSTITUTE EMPLOYEES AND TEMPORARY EMPLOYEES

- A. All substitute employees filling positions covered by this agreement shall be paid an hourly rate for the time worked on the assignment at the minimum step at the appropriate level for the position, except when such substitute has completed ten (10) uninterrupted consecutive days, with a regular established schedule in a single assignment, she may be placed at the appropriate level on the salary schedule with experience credit up to five (5) years as approved by the supervisor.
- B. After thirty (30) days continuous work on one assignment, a substitute will be entitled to one (1) sick day per month and also entitled to any holiday pay if it falls within the assignment. This does not provide for the accumulation of sick days beyond one assignment.
- C. All temporary employees filling positions augmenting present staff, shall be paid an hourly rate for time worked on the assignment at the minimum step at the appropriate level for the position. Those positions not otherwise classified will be placed in the salary schedule at Level III.

ARTICLE IX - COMPENSATION (Continued)

B. Salary Schedule

Step	LEVEL I		1972-73 LEVEL II		LEVEL III	
	Hourly	Year of 262 Days	Hourly	Year of 262 Days	Hourly	Year of 262 Days
0	2.78	5,826.88	2.67	5,596.32	2.52	5,281.92
1/2	2.89	6,057.44	2.79	5,847.84	2.65	5,554.40
1	2.97	6,225.12	2.85	5,973.60	2.71	5,680.16
1 1/2	3.04	6,371.84	2.95	6,183.20	2.81	5,889.76
2	3.10	6,497.60	3.00	6,288.00	2.85	5,973.60
2 1/2	3.17	6,644.32	3.07	6,434.72	2.93	6,141.20
3	3.24	6,791.04	3.15	6,602.40	3.02	6,329.92
3 1/2	3.32	6,958.72	3.21	6,728.16	3.07	6,434.72
4	3.39	7,105.44	3.28	6,874.88	3.13	6,560.48
4 1/2	3.46	7,252.16	3.35	7,021.60	3.21	6,728.16
5	3.59	7,524.64	3.48	7,294.08	3.33	6,979.68
5 1/2	3.74	7,839.04	3.63	7,608.48	3.48	7,294.08
6	3.81	7,985.76	3.69	7,734.24	3.52	7,377.92
6 1/2	3.89	8,153.44	3.76	7,880.96	3.61	7,566.56
7	3.98	8,342.08	3.83	8,027.68	3.74	7,839.04
7 1/2	4.16	8,719.36	4.00	8,384.00		

Advancement along the steps of the Salary Schedule will be done on an annual basis, on each July 1. Each employee will be advanced one full step each year, until the maximum salary within a level has been reached, except for those employees with less than 9 months of service since the last adjustment. Those employees who have less than 9 months but will have completed the 90-day probationary period will be advanced 1/2 step on the salary schedule.

ARTICLE IX - COMPENSATION (Continued)

C. Salary Schedule

1973-74

Step	LEVEL I		LEVEL II		LEVEL III	
	Hourly	Year of 262 Days	Hourly	Year of 262 Days	Hourly	Year of 262 Days
0	2.88	6,036.48	2.76	5,784.96	2.61	5,470.56
1/2	2.98	6,246.08	2.89	6,057.44	2.74	5,743.04
1	3.07	6,434.72	2.95	6,183.20	2.80	5,868.80
1 1/2	3.15	6,602.40	3.05	6,392.80	2.91	6,099.36
2	3.21	6,728.16	3.11	6,518.56	2.95	6,183.20
2 1/2	3.28	6,874.88	3.18	6,665.28	3.03	6,350.88
3	3.35	7,021.60	3.26	6,832.96	3.13	6,560.48
3 1/2	3.44	7,210.24	3.32	6,958.72	3.18	6,665.28
4	3.51	7,356.96	3.39	7,105.44	3.24	6,791.04
4 1/2	3.58	7,503.68	3.47	7,273.12	3.32	6,958.72
5	3.72	7,797.12	3.60	7,545.60	3.45	7,231.20
5 1/2	3.87	8,111.52	3.76	7,880.96	3.60	7,545.60
6	3.94	8,258.24	3.82	8,006.72	3.64	7,629.44
6 1/2	4.03	8,446.88	3.89	8,153.44	3.74	7,839.04
7	4.12	8,635.52	3.96	8,300.16	3.87	8,111.52
7 1/2	4.31	9,033.76	4.14	8,677.44		

Advancement along the steps of the Salary Schedule will be done on an annual basis, on each July 1. Each employee will be advanced one full step each year, until the maximum salary within a level has been reached, except for those employees with less than 9 months of service since the last adjustment. Those employees who have less than 9 months but will have completed the 90-day probationary period will be advanced 1/2 step on the Salary Schedule.

ARTICLE IX - COMPENSATION (Continued)

D. Miscellaneous Provisions

1. The salaries of office employees covered by this Agreement are set forth in Article IX - Section A of this Agreement. Such salary schedule shall remain in effect during the two-year term of this Agreement.
2. The annual rates of pay shown on the salary schedule are based on full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, but not on a full-time basis, shall be compensated on a prorated rate of pay.
3. Elementary office employees shall take time off without pay beginning the first working day after the termination of vacation pay until the first Monday in August.
4. Employees with permission of the immediate supervisor may take time off without pay.
5. Overtime worked in excess of eight hours in any one day or 40 hours in any one week shall be paid for at time and one-half the regular rate. Such overtime to be with the prior approval of your immediate supervisor.

E. Paid Holidays:

The following will be recognized as paid holidays:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

In order to qualify for such pay the employee must work the last scheduled work day preceding and the first scheduled work day following the holiday.

If a holiday mentioned above falls on a Saturday or Sunday, the Board shall designate the work day preceding or succeeding as the paid holiday.

The following days will be recognized as paid holidays for all teacher aides:

Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	

In addition to the above, in those years when Independence Day falls on Tuesdays or Thursdays, an additional holiday will be allowed on the corresponding Monday or Friday. When Independence Day falls on Monday, Wednesday or Friday, there shall be only one holiday as above.

ARTICLE IX - COMPENSATION (Continued)

F. Hospitalization and Medical Insurance:

1. The Board shall provide hospitalization insurance for all full-time employees who have three months' seniority on the following basis:
 - a. Blue Cross - Blue Shield, semi-private, MVF-1.
 - b. For single employees, the Board shall pay up to \$17.00 for individual coverage.
 - c. For married employees, the Board shall pay up to \$40.00 for two-person coverage.
 - d. For married employees, the Board shall pay up to \$42.00 for family coverage.
 - e. To be eligible for hospitalization insurance, the employee must be working.
 - f. In the event of any violation of the No-strike provision, this provision shall be immediately terminated and discontinued and the Board shall be reimbursed for any premium paid but unused.
 - g. There shall be no duplication of insurance. The employees 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.
 - h. The Board shall continue to pay the premiums of the MEA Health Care Insurance in coverage and amounts not to exceed those set forth in (a) through (g) above, for those employees who wish to continue their MEA Health Care Insurance.
 - i. 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 (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. 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.

ARTICLE IX - COMPENSATION (Continued)

An eligible employee shall not be entitled to participate in the insurance benefits until she has satisfactorily completed the probationary period. However, an employee can have hospital and medical coverage at his own expense during the probationary period. The Board will determine the carrier of such insurance.

G. Long Term and Permanent Disability Insurance

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. Said coverage shall begin after ninety (90) working days of the disability and provide benefits of fifty per cent (50%) 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-rata basis at the rate of the difference between his insurance benefits and his regular salary computed on a daily basis.

Such insurance to become effective thirty (30) days after insurance company's requirements are met.

The Board will determine the carrier of such insurance.

All new employees will be eligible following a completion of a satisfactory probationary period.

H. Michigan Workmen's Compensation

Any employee absent due to an injury or disease arising out of and in the course of his employment for which he receives Michigan Workmen's Compensation benefits shall receive from the Board the difference between the allowance paid him under the act and his regular contract salary on a daily basis for a period not to exceed fifty (50) total working days in any one year. Any absence under this provision shall not be charged against the employees sick leave days, provided however that the employee may, upon the expiration of the above Board provided benefit, elect to draw and use up sick leave from any accumulated allowance at the rate of the difference between the allowance paid him under the act and his regular salary computed on a daily basis for a period of time that funds from his accumulated sick leave bank will provide.

ARTICLE IX - COMPENSATION (Continued)

I. Term Life Insurance

1. The Board will provide employees who work four (4) hours or more per day with term life insurance protection in the amount of \$6,000.00.

Such insurance to become effective thirty (30) days after the signing of this agreement or July 1, 1972, whichever comes last.

2. Effective July 1, 1973, the Board will provide employees who work four (4) hours or more per day with term life insurance protection in the amount of \$7,000.00.
3. Those regularly scheduled employees who work less than four (4) hours but not less than three (3) hours per day or fifteen (15) hours per week will receive \$4,000.00, and may participate at the \$6,000.00 and \$7,000.00 levels by paying the premium difference.

ARTICLE X - WORKING CONDITIONS

A. Working Hours

The work calendar and the starting and closing times shall be determined by the Board and the Superintendent of Schools. All office employees shall be hired on a twelve (12) month basis except as stated in Article IX, Section B, Paragraph 3. A work week shall consist of 40 working hours.

B. Lunch Period

All office employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one-half hour. Such lunch hour will not be considered as part of the 40-hour work week.

C. Relief Time

Office employees will be provided a morning relief time of fifteen minutes and an afternoon relief time of fifteen minutes.

D. Proper Equipment

The Board of Education shall attempt to provide adequate and proper equipment for secretarial use.

ARTICLE X - WORKING CONDITIONS (continued)

E. Work Loads and Assignments

Since efficient school administration is promoted when office employees are working within their area of competence without excessive and overburdening demands, office employees shall not be assigned work which may be properly distributed to other personnel except temporarily and for good cause.

When additional help is necessary, as determined by the immediate supervisor, the Board will provide additional help if finances and personnel are available.

F. Vacations

All employees shall be granted a vacation with pay computed as of June 30 of each year as follows:

1. All employees with six (6) months of service shall be granted five (5) days vacation with one (1) day per month added thereafter until a total of ten (10) days vacation is reached.
2. 1-2 years 10 days
3. 3-5 years 13 days
4. 6-10 years 16 days
5. Over 10 years 21 days
6. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
7. Vacations will not be pro-rated unless an employee is on an extended leave during the school year. Those employees who will have worked nine (9) months of the school year will be given credit for a full year of work.
8. Employees have the right to choose the time of their earned vacations with the approval of their immediate supervisor.
9. Employees are permitted to choose either a split or an entire earned vacation, with the approval of their immediate supervisor.
10. Any employee voluntarily leaving the Farmington School District shall retain her earned vacation time provided that she gives two weeks written notice.

G. Summer Working Hours

Starting on the Monday following the last Friday of June through the Friday preceding the first Monday of September, all office employees on duty will work from 8:30 A.M. to 4:30 P.M. with one hour off for lunch provided that work schedules can be completed during these hours. No overtime will be paid for extra hours required to meet work schedules during this time.

ARTICLE X - WORKING CONDITIONS (Continued)

H. Working Hours between Christmas and New Years and the week following Easter Sunday.

The provisions of (G) above shall apply to those days scheduled as working days between Christmas and New Years and the week following Easter Sunday.

I. Vacancies and Promotions

1. Job vacancies or special opportunities within the bargaining unit shall be posted in a designated location in school buildings where office employees are regularly located. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) days. This notice shall contain the job specifications for the position. In the event such vacancy occurs during employees' vacations, such notice shall be mailed to their residences.
2. All employees who possess the basic skills as such skills are set forth in the posted job specifications and who apply for such position shall be interviewed. If an applicant is turned down, the reasons therefore shall be set forth in writing above the signature of the party making said determination and said writing shall be delivered to the applicant within ten (10) days after said position has been filled.
3. Insofar as practicable, all vacancies will be filled by promotions and all office employees are encouraged to train and prepare for promotional opportunities. However, this section does not preclude hiring from without.
4. In the event the Board deems it necessary to reduce office personnel the administration will notify the Association and the employee(s) involved, in writing, at least two (2) weeks in advance of the scheduled reduction. An office employee laid off may exercise her seniority in her group over the office employee who has the least system seniority in that group. Movement to a lower group shall be at the same experience step as presently occupied. Persons so displaced by other office employees have the right to the procedures herein. Should there be no persons in such other group, the office employee shall be placed on the seniority recall list.

There shall be, for purposes of seniority, three groups:

- (1) office employees;
- (2) special education aides;
- (3) classroom teacher aides.

ARTICLE X - WORKING CONDITIONS (Continued)

I. Vacancies and Promotions (continued)

5. Office employees laid off through the procedures of Paragraph 1-4 above, shall be maintained on a seniority-recall list for a period of one (1) year, and shall be recalled in the order of their system seniority to openings as they occur and for which they are qualified. Seniority rights shall be maintained provided the office employee is recalled within the one (1) year period. Should an office employee be offered a position for which she is qualified and refuses such appointment, she will lose her rights to remain on the seniority-recall list. Such seniority rights, while unemployed, shall not be interpreted as gaining experience credit on the salary schedule.

J. Resignation

Any office employee desiring to resign shall do so by written resignation to the Board (Office of Staff Personnel) at least two (2) weeks prior to the effective date.

ARTICLE XI - LEAVES OF ABSENCE

- A. The following shall constitute the policy governing leaves of absence granted to office employees. It shall be the policy of the Board to grant leaves of absence for the following reasons:

HEALTH	STUDY OR TRAVEL
MATERNITY	MILITARY SERVICE

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 two years continuous employment by the School District immediately prior to such leave of absence.
2. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent of Schools.
3. While an employee is granted a leave of absence, she shall retain the following employment rights held by her before such leave was granted:
 - a. The same position on the salary schedule
 - b. Unused sick leave held at the start of the leave of absence.
4. An employee on a leave of absence must give written notice to the Superintendent of Schools by March 1, on the year the leave expires, of her intention to return or resign, and that failure to furnish such notice shall constitute a notice of resignation.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

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 her duties.
6. Reemployment shall depend upon an opening on the staff for which the employee is qualified.
7. In the event no position exists for which the employee is qualified according to these provisions, she shall be allowed to work as a substitute, as needed, until such time as a position becomes available.
8. Leaves of absence for specific reasons shall also be governed by the following provisions:

- a. Health leave

Health leaves, when recommended by a physician, shall be granted up to a maximum of one year. At the end of such leave, the employee must either return or resign, unless a special extension is recommended by the Superintendent. When, in the opinion of the Board, the employee's health permits her return, and when she has fulfilled the requirements stated in Paragraphs 4 and 5 above, the employee shall be returned to her same or similar position providing opening in the staff exists for which she is qualified.

- b. Maternity Leave

A maternity leave without pay shall be granted for a period of one year. Additional time may be granted at the discretion of the Board. The employee requesting such leave should file her request in writing seven months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue in her position until the beginning of the twenty-second week prior to the expected birth of the child. Her return to work shall be subject to the provisions of Sections 1, 2, 3, 4 and 5, above and further, shall be dependent upon an opening on the staff for which the employee is qualified.

- c. Study or Travel Leave

Study or travel leave shall be granted for a maximum of one year, subject to the recommendation of the Superintendent. Return to duty shall be governed by regulations stated above.

ARTICLE XI - LEAVES OF ABSENCE (Continued)

d. Military Leave

Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the armed forces of the United States is entitled to reemployment 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 reemployment 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. He shall be reemployed at such time as a similar assignment can be made.
6. In the event of reemployment, the following provisions shall apply:
 - a. Accrual of seniority shall be granted.
 - b. Increments shall be added as if the employee had been in school district employ during the time of such active service in the armed forces.
7. Furthermore, all provisions of this policy shall be in accordance with State and Federal laws governing military leaves of absence.

ARTICLE XII - SICK LEAVE AND PERSONAL BUSINESS DAYS

- A. All office 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 on full pay at the rate of one day for each month of service, cumulative to a total of one hundred (100) days. In any one year the employee may use, from her cumulated sick leave - not to exceed five days for death or illness in the immediate family. In case of additional deaths in the immediate family, the Superintendent shall permit five (5) additional working days.

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

Immediate family shall be interpreted as: husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchildren, legal guardian, and the corresponding relatives of the employee's spouse.

ARTICLE XII - SICK LEAVE AND PERSONAL BUSINESS DAYS (Continued)

B. 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 weeks illness or injury, shall present a certificate of ableness to the Superintendent of Schools upon 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, she 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.

C. Personal Business Policy

All office employees regularly employed by the Board of Education shall be granted three (3) days of leave per year with full pay to transact personal business provided:

1. Approval is granted by her immediate supervisor.
2. That business cannot be transacted at a time other than on a working day.
3. Employees are permitted to use Personal Business Days for official church holidays provided notice is given to the immediate supervisor.

This day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent of Schools. This policy provides that at the end of the school year unused Personal Business Days may be added to the employee's accumulated sick leave bank for possible future use in accordance with the sick leave policy.

D. Jury Duty

A leave of absence shall be granted an employee called for jury service 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 as set forth in Article IX of this agreement and the daily jury duty fee paid by the court.

ARTICLE XIII - RETIREMENT

- A. All non-teaching employees of the Farmington Public School District who reach the age of 65 on or before September 1, of any given year shall be retired as of the preceding July 1.
- B. Pay for one half (1/2) the accumulated sick days, not to exceed twenty (20) days pay, will be paid to those employees who retire and who meet the requirements of the Michigan School Employees Retirement Plan for retirement benefits. The rate of payment will be based on the daily rate for the employee on his/her last day worked.

ARTICLE XIV - CONFERENCES AND CONVENTIONS

A. Participation

1. Membership in an organization is required of the employee making application to attend a conference or convention of said organization.
2. State or National conference and convention participation will be limited to those persons who expect to continue their services in Farmington Public Schools the following year.
3. Request for conference or convention participation should be routed through the immediate supervisor to the Business Manager. Permission to be governed by:
 - a. The availability of substitutes, other employees' assistance or capable student help;
 - b. The consideration of building situations which might be created by granting several concurrent or consecutive requests;
 - c. The possible effect on specially scheduled programs or extra-curricular activities;
 - d. The number of conferences previously attended; and
 - e. Other items which might apply.
4. The number of designated delegates to attend any National or Regional conference or convention is to be approved by the Board of Education upon the recommendation of the Superintendent.
5. The number of designated delegates to attend all other conventions, inservice meetings and workshops, shall be determined by the Superintendent upon recommendation of the immediate supervisor.

B. Financial Arrangements

1. Reimbursement
 - a. In order to secure the benefits to the school program of participation by appropriate personnel in the conference policy with minimum influence from personal financial circumstances, it is desirable that the expenses of the conference or convention delegate be totally reimbursed. However, when the predicted expense of attendance or the number of personnel recommended to attend indicate a cost which exceeds the funds deemed by the Superintendent to be available for attendance at a given conference or convention, reimbursement of individual expenses may be made up to a specified limit or other appropriate partial reimbursement may be made to the delegate.

ARTICLE XIV - CONFERENCES AND CONVENTIONS (Continued)

B. Financial Arrangements (Continued)

1. Reimbursement

- b. An itemized account is required which will include details of transportation costs (based upon public carrier charges), meals, lodging and registration fees. This report is to be submitted not more than thirty (30) days after the conference or convention.

C. Conference Reports

1. Upon returning from a conference or convention, a participant will submit to the Superintendent an evaluation report on the standard form secured from his immediate supervisor.
2. Reimbursement requests will be made on the standard form secured from the immediate supervisor and submitted to the Business Manager.

ARTICLE XV - NEGOTIATION PROCEDURES

- A. Not later than March 1, in the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning employees' salaries, hours and other conditions of their employment. Any agreement so negotiated shall apply to all office employees and shall be reduced to writing and signed by the Board and the Association.

During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board agrees to make available to the Association in response to written request, available information concerning the financial resources of the District, and tentative budget requirements and allocations which are presented at any meeting of the Board, or before any government agency.

If the negotiations in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed.

- B. 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 all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association, for the life of this Agreement each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XV - NEGOTIATION PROCEDURES (Continued)

- C. The Association agrees that during the term of this contract agreement, neither it nor any employee shall engage or participate in, authorize or sanction any strike whatsoever, whether it be sit-down, sit-in; sympathetic, walkout, or any other kind; that neither it nor any employee shall authorize any work stoppage, continuous meetings involving work stoppage, picketing of any of the District's schools or premises nor shall it limit or curtail any of the District's normal functions. The Association agrees that the District shall have the right to discipline (including discharge) any employee who violates this Section.
- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining 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 a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.
- E. Despite reference herein to the Board and the Association, as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

ARTICLE XVI - GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is defined as an alleged violation of a specific article and section of this Agreement.

B. Procedure for Processing Grievance

Step One: If an employee has a grievance, she shall first discuss it with her immediate supervisor in an attempt to resolve the problem informally.

Step Two: If the matter is not satisfactorily resolved orally by the supervisor, the employee may file a signed, written statement of her grievance with her immediate supervisor on a form provided by the Board. Said grievance must be filed in writing within ten (10) working days of the time the grievance arises.

Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the employee, together with the chairman of the Professional Problems Committee, if requested, in an effort to resolve the grievance. The supervisor shall render his decision in writing and shall deliver two (2) copies thereof to the chairman of the Professional Problems Committee and one (1) copy to the grievant within five (5) working days of such meeting.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

B. Procedure for Processing Grievance (Continued)

Step Three: If the employee is not satisfied with the decision of the immediate supervisor, or if the immediate supervisor fails to render a decision within five (5) working days, the employee and/or the Chairman of the Professional Problems Committee may appeal the grievance to the Business Manager by filing within five (5) working days a copy of the original grievance, together with the decision of the immediate supervisor, if one has been rendered, at the office of the Business Manager.

Within five (5) working days of receipt of the matter, the Business Manager shall meet with the employee and/or the chairman of the Professional Problems Committee in an effort to resolve the grievance. The Business Manager shall render his decision in writing and shall deliver two (2) copies thereof to the Chairman of the Professional Problems Committee and one (1) copy to the grievant within five (5) working days of such meeting.

Step Four: If the employee is not satisfied with the decision of the Business Manager, or if he fails to render a decision within five (5) working days, the employee and/or the chairman of the Professional Problems Committee may appeal the grievance to the Superintendent of Schools by filing within five (5) working days, a copy of the original grievance, together with the decisions of the immediate supervisor and the Business Manager, if they have been rendered, at the Office of the Superintendent of Schools.

Within five (5) working days of receipt of the matter, the Superintendent of Schools shall meet with the employee and/or the chairman of the Professional Problems Committee in an effort to resolve the grievance. The Superintendent of Schools shall render his decision in writing, and shall deliver two (2) copies to the chairman of the Professional Problems Committee and one (1) copy to the grievant within five (5) working days of such meeting.

Step Five: If the employee is not satisfied with the decision of the Superintendent of Schools, or if the Superintendent of Schools fails to render a decision within five (5) working days, the employee and/or the chairman of the Professional Problems Committee may appeal the grievance to the Board of Education within five (5) working days, by filing notice thereof, and providing copies of all previous decisions and charges, with the Secretary of the Board of Education.

The employee and/or the chairman of the Professional Problems Committee upon request shall have the right to a formal hearing before the Board, either public or private, at the option of the employee. The Board shall schedule the hearing within twenty-one (21) working days of receipt of request.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

B. Procedure for Processing Grievance (Continued)

The Board shall review the grievance at a regular meeting, a special meeting, or an executive session, within twenty-one (21) working days from the time of the hearing. The Board shall render its decision in writing and shall deliver three (3) copies to the employee and/or the chairman of the Professional Problems Committee within ten (10) working days of such meeting.

Step Six: If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this Agreement, the Association or the Board may, within five (5) working days after the decision in Step 5 is rendered, submit the grievance to arbitration.

The submission to arbitration shall contain a statement of the issues to be arbitrated and references 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 the said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, the request for a list of arbitrators shall be made to the American Arbitration Association by the moving party. 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 authorized and empowered except as 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 not add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

He shall not establish salary scales or change any salaries.

He shall not rule on those matters previously exempted from the grievance procedure.

He shall not change any practices, policies, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any practices, policy, rule or any action taken by the Board.

He shall not make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

ARTICLE XVI - GRIEVANCE PROCEDURE (Continued)

B. Procedure for Processing Grievance (continued)

Step Six (continued)

His power and authority shall be limited to deciding whether the Board has violated the express article and section of this Agreement.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

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 Association, its members, the employee or employees involved and the Board, each of whom expressly agree to abide by such decision.

The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements and proof are submitted to him.

The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness 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. No grievance shall be submitted to arbitration after the expiration of this agreement.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

- A. 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 contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and made available to all office employees now employed and hereafter employed at or prior to the time of employment.
- C. This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court 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.

ARTICLE XVIII-DURATION

This Agreement shall become effective July 1, 1972, and continue in full force and effect until June 30, 1974. Either party may terminate this agreement as of June 30, 1974, by giving written notice to the other party on or before March 1, 1974. If neither party shall give notice to terminate this agreement as provided above, the agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before March 1, of any subsequent contract anniversary date.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

BOARD OF EDUCATION
FARMINGTON PUBLIC SCHOOL DISTRICT

FARMINGTON ASSOCIATION OF EDUCATIONAL
SECRETARIES

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary