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AGREEMENT

Between the

BOARD OF EDUCATION, FENTON AREA PUBLIC SCHOOLS

and the

FENTON NON-AFFILIATE ASSOCIATION

1972 - 1975

Fenton Area Public Schools

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AGREEMENT
between the
BOARD OF EDUCATION, FENTON AREA PUBLIC SCHOOLS
and the
FENTON NON-AFFILIATE ASSOCIATION

This Agreement entered into this 1st. day of July, 1972, by and between the Board of Education, Fenton Area Public Schools, Fenton, Michigan, hereinafter called the "Board" and the Fenton Non-Affiliate Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its non-teaching personnel with respect to hours, wages, and terms and conditions of employment, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, for all non-teaching employees and personnel engaged in secretarial and clerical work, custodians, cafeteria workers, school bus drivers employed on a regular daily full-time hourly basis, but excluding supervisory and executive personnel, coming within the bargaining unit as stipulated by the Board by motion, resolution or ordinance at an official meeting held on the 6th day of December, 1965. All personnel represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Non-Teaching Employees".

B. The Board agrees not to negotiate with any non-teaching employees organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, non-teaching employees may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish. Such sum shall be deducted as due from the regular salaries of all the non-teaching employees and shall be remitted on the first pay in October.

ARTICLE II

Employees Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any non-teaching employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any non-teaching employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.

C. The Association and its members shall have the privilege of using school building facilities at all reasonable hours for meetings, providing the necessary arrangements have been made in advance with the School Administrator responsible for such building. No non-teaching employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the custodial rooms and kitchens of each building shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the non-teaching employees together with information which may be necessary for the Association to process any grievance or complaint. The board is under no duty to incur costs for any reproduction.

ARTICLE III

Compensation

A. The salaries of non-teaching employees covered by this Agreement are set forth in schedules A, B, C, and D which are attached to and incorporated in this Agreement. Schedule "A" shall apply to clerical employees, Schedule "B" to custodians and head custodians, Schedule "C" to school bus drivers and Schedule "D" to cafeteria employees. Such salary schedules shall remain in effect during the term of this Agreement.

B. The annual rates of pay shown on the salary schedules are based on full-time employment in the specified positions. Any permanent employee regularly employed on a continuing basis, but not on the full year basis stipulated for the position, shall be compensated on a pro-rated rate of pay.

C. The following legal holidays shall be allowed for non-teaching employees one half day before New Year's Day and New Years Day, Memorial Day, 4th. of July, Good Friday, Thanksgiving Day, one half day before Christmas and Christmas Day, and Labor Day. In order to be eligible for legal holiday pay (if qualified for holiday pay under the appropriate schedule) a new employee must have worked at least thirty (30) days.

D. With the approval of the Board of Education a non-teaching employee shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in local meetings of the organization appropriate for the employment category of the non-teaching employee.

E. Longevity Pay - In addition to the non-teaching employee's regular salary determined by the salary schedule, a non-teaching employee who has completed 20 - 29 years in this school district shall receive an additional \$100.00 per year, 30 - 39 years, an additional \$200.00 per year; 40 or more years, an additional \$300.00 per year, as pro-rated by classification.

ARTICLE IV

Hours of Work

A. A normal work day shall be 8 hours per day. The normal work week shall be 40 hours per week, Monday through Friday, unless otherwise noted in the applicable salary schedule.

B. The Board recognizes the principle of a standard forty hour work week and will set work schedules and make work assignments which can reasonably be completed within such standard work week. The Board will not require non-teaching employees regularly to work in excess of such standard work week within or outside of any school building.

C. All non-teaching employees shall be entitled to a duty-free uninterrupted lunch period of not less than one hour.

D. Full time non-teaching employees (minimum of six hours per day, 39 weeks per year) will be provided a fifteen minute relief time for each 4 hours worked. Non-teaching employees who are employed 3 hours per day, five days per week, 39 weeks per year shall be provided a 10 minute relief time. Any non-teaching employee working less than 3 hours per day, fifteen hours per week, 39 weeks per year will not be provided a relief time.

ARTICLE V

Work Loads and Assignments

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

B. A written job description and work load assignment shall be given to each non-teaching employee in order to facilitate the performance of his duties.

C. Present telephone facilities shall be made available to non-teaching employees for their reasonable use. Long distance calls for personal business shall be charged to the employee's home telephone number. Telephone facilities are to be used only during the employees off-duty hours.

D. Adequate parking facilities shall be made available to non-teaching employees.

E. When additional help is necessary, non-teaching employees shall receive the service of part-time helpers to assist them. The employees supervisor shall make the determination that additional help is necessary.

F. Notwithstanding their employment, non-teaching employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such non-teaching employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it reflects unfavorably on the school district.

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

ARTICLE VI

Vacancies and Promotions

A. Whenever any vacancy or other special opportunity in any non-teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five calendar days.

B. Any non-teaching employee may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background, attainments and skills of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own non-teaching staffs, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment with the district.

C. Insofar as practicable, all vacancies will be filled by promotions and all non-teaching employees are encouraged to train and prepare for promotional opportunities.

D. In any necessary reduction of the non-teaching staffs, a non-teaching employee with greater service and qualifications within an employees classification shall be given preference over an employee employed under the same salary schedule with less service and qualifications within an employees classification to retain his employment. Any non-teaching employee whose services are so terminated shall be notified at least two weeks in advance in writing by the Board.

E. When non-teaching employees whose services have been so terminated are to be re-employed, those having the greatest service and qualifications within an employees classification shall be recalled first.

ARTICLE VII

Discharge and Demotion

A. Discharge or demotion of any non-teaching employee shall be made only for reasonable and just cause.

B. In the event any non-teaching employee shall be suspended or discharged from employment and believes that he has been unjustly dealt with, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure.

C. If the parties, mutually agree that an injustice has been done, then the employee will be reinstated by the Board and paid his salary for all time lost.

ARTICLE VIII

Transfers

A. Since the frequent transfer of a non-teaching employee from one school to another is disruptive of effective administration and interferes with optimum employee performance, the parties agree that unrequested transfers of a non-teaching employee are to be minimized and avoided whenever possible.

B. In the event that transfers of non teaching employees appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VI.

C. Any non-teaching employee who shall be transferred to a supervisory or executive position and shall later return to his previous employment status shall be entitled to retain such rights as he may have had under his Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

A. Non-teaching employees shall be allowed leave of absence with full pay for enforced absence caused by personal illness or critical illness in the immediate family according to the following schedule:

1. Non-teaching employees who are employed 52 weeks per year and who work at least six (6) hours per day, five (5) days per week are allowed 12 days per year of sick leave cumulative to 105 days.
2. Non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who work at least six (6) hours per day, five (5) days per week are allowed ten (10) days of sick leave per year cumulative to 90 days.
3. Non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who are employed a minimum of fifteen (15) hours per week and less than thirty (30) hours per week are allowed five (5) days of sick leave per year cumulative to 45 days.
4. Immediate family in the case of illness shall be defined to include own children, wife, or husband, parents, grandparents, brother, and/or sister, and in-laws of like relation.
5. Use of sick leaves will be limited to units of not less than one hour.
6. All employees shall be required to present written permission from a doctor before returning to work for any injury or illness which the Board determines may affect their work.
7. Sick leave days shall be granted at the rate of one day per month as pro-rated by classification.

B. Death in Family Leave;

Leave of absence with pay, chargeable against the non-teaching employees sick leave, shall be granted for death of the employees own parent, spouse, son or daughter, brother or sister and in-laws as follows: mother, father, son, daughter, brother or sister, according to the following schedule:

1. Non-teaching employees who are employed 52 weeks per year and who work at least six (6) hours per day, five (5) days per week, are allowed twelve (12) days per year non-accumulative funeral leave chargeable against the non-teaching employees sick leave, provided that days have been earned or accumulated under the sick leave provision.
2. Non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who work at least six (6) hours per day, five (5) days per week are allowed ten (10) days per year funeral leave chargeable against the non-teaching employees sick leave, provided that days have been earned or accumulated under the sick leave provision.
3. Non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who are employed a minimum of fifteen (15) hours per week and less than thirty (30) hours per week are allowed five (5) days per year of funeral leave, chargeable against the non-teaching employees sick leave, provided that days have been earned or accumulated under the sick leave provision.
4. Funeral leave days shall be granted at the rate of one (1) day per month during the first full year of employment.

C. Personal Business

1. For all full time non-teaching employees (minimum of six hours per day and 39 weeks per year) two (2) days may be used for personal purposes. Other non-teaching employees --those who work a minimum of three (3) hours per day and not less than 39 weeks per year (the school year)--one (1) day may be used for personal purposes. Those days can accumulate as sick leave only. A personal day shall be defined to include activities which can be conducted at no time other than during the working day. The Board reserves the right to limit the number of non-teaching employees on personal leave at any given time to one per elementary building, two in the middle school and two in the senior high school building. Personal business days may not be taken on the first day of school, on the first working day preceding or following a non-teaching day (except Saturday or Sunday), on the opening day of a small game or fishing season, on the first two (2) working days of a deer hunting season, on the working day preceding or following the opening of deer hunting season.

2. Personal business days shall be granted at the rate of 1 or ½ days (as pro-rated by classification) upon completion of 30 days employment and 1 or ½ days (as pro-rated by classification) upon completion of six (6) months employment during the first full year of employment by their classification. Upon completion of one full years employment, an employee will be granted 2 personal business days or one (1) personal business day (as pro-rated by classification) at the beginning of the next employment year.
3. Any non-teaching employee who must be absent from his duties for personal reasons shall notify his immedate superior in writing on a form prepared by the Board not later than 12:00 noon of the third day preceding his absence, or in emergency situations at the earliest time possible.
4. Use of personal business days will be limited to units of not less than one hour.

D. Any non-teaching employee who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive from the Board the difference between the allowance under the Workman's Compensation Law and his regular salary for a period of two months with no subtraction of sick leave. Upon return to duty the non-teaching employee shall present a medical certificate stating that return to duty will not be injurious to the health of the non-teaching employee.

E. Maternity: The Board will grant a leave of absence for maternity, without pay, to any regularly employed staff member, who has been employed two years or more upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall be for a period of not more than two full years and may be renewed at the will of the Board. The application shall be filed not more than two months after pregnancy has been determined. The employee shall terminate her work not later than the end of the sixth month of pregnancy. Upon return to duty the non-teaching employee shall present a medical certificate stating that return to duty will not be injurious to the health of the non-teaching employee.

F. Military Leave: Any regular employee of the Fenton Area Public Schools who may be conscripted into the defense forces of the United States for training or service, shall make application for military leave for not to exceed the period of time for which he is conscripted and shall be reinstated to his position in this school system with full credit of the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said applicant for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

G. Any non-teaching employee whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but limited to a maximum period of one year. Upon return from leave, a non-teaching employee shall be assigned to the same position, if available, or a substantially equivalent position.

H. Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:

1. Any non-teaching employee who is called for jury duty shall receive from the Board the difference between the allowance granted for the jury service from the court and his regular salary with no subtraction of sick leave for a maximum period of 30 working days.
2. Non-teaching employees shall be paid only for appearances before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the non-teaching employee's employment where a non-teaching employee has been adjudged not guilty or culpable misconduct in his employment and such cases as the Board in its discretion shall decide.
3. Attendance at employee conferences, or institutes or conventions including Association meetings when approved by the Board of Education.

L. Return from Leave of Absence - A person on leave of absence may return upon the expiration of the leave when there is a position available for which he is qualified. Application to return from a leave of absence must be filed with the Superintendent at least three (3) months prior to the expiration of the leave of absence.

ARTICLE X

Insurance Protection

A. The Board of Education will pay the premium of all full time non-teaching employees medical and hospitalization insurance as provided by the Michigan Education Association or Blue Cross-Blue Shield up to a maximum of \$46.64 full family, \$40.74 two persons, \$33.26 spouse and children, \$18.04 single subscriber per employee, per month.

The Board will not provide coverage for employees who are covered under other medical or hospitalization insurance plans and it will not provide employees with an equivalent premium to be used toward other types of insurance.

Effective July 1, 1972, the Board will increase its contribution toward increases in premiums for any of the above, plans up to a maximum increase of 11% per employee for a one year period of time only.

B. The Board will provide a long term disability insurance plan beginning on the 180th. day of disability and contribute an amount equivalent to 60% of the employee's regular salary as determined by the salary schedule.

C. The Board will provide \$5,000 life insurance policy for each full time employee. Effective July 1, 1972, the Board will provide a \$10,000 life insurance policy.

D. Full time non-teaching employees shall be interpreted to be those who work thirty-nine (39) or more weeks during the school year and who work at least six (6) hours per day, five (5) days per week. Other non-teaching employees who work at least fifteen (15) hours per week but less than thirty (30) hours per week for 39 or more weeks during the school year shall receive a 50% contribution toward the premium for medical and hospital, long term disability, and \$5,000 life insurance.

E. Premium benefits shall be paid twelve months per year. Non-teaching employees who terminate their employment with the school district shall have the insurance benefits terminated immediately, excepting that the hospitalization insurance shall be terminated thirty (30) days from the last day of employment.

F. It is understood and agreed that if the MEA medical-hospitalization insurance plan or other hospitalization insurance plan in effect as of July, 1972, includes a \$5,000 life insurance plan, the Board will provide those employees covered by the MEA medical-hospitalization (including \$5,000 life) with a \$5,000 life insurance policy for a total life insurance coverage of \$10,000.00.

ARTICLE XI

Continuing Education

When approved by the Board, the enrollment fee for any non-teaching employee desiring to enroll in a college level course pertaining to the work being done by the employee, offered through the continuing education services of an approved college, shall be paid by the Board.

When approved by the Board, fees and expenses of non-teaching employees shall be paid for attendance at conferences, workshops, and in-service training sessions.

ARTICLE XII

Vacation Policy

A. Annual vacation for all full time (52 weeks per year) non-teaching employees shall be in accordance with the schedule as follows:

<u>Years of Service with System</u>	<u>Length of Vacation</u>
Upon completion of 6 months	1 week
Upon completion of 1 year	2 weeks
Upon completion of 8 years	3 weeks
Upon completion of 16 years	4 weeks

B. Holidays occurring during the vacation period shall not be charged against the vacation allowance.

C. Allowable vacation must be used annually and cannot be carried over from year to year. Exceptions may be made in the event of emergencies upon approval of the Superintendent of Schools.

ARTICLE XIII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by the Agreement but of common concern to the parties shall be subject to study between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to co-operate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. On March 17, 1975, negotiations shall begin for a new Agreement covering wages, hours, terms, and conditions of employment of non-teaching employees employed by the Board. Every effort shall be made to complete the agreement by June 30, 1975.

C. In an negotiations decribed 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 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, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relation Commission or take any other lawful measures it may deem appropriate.

ARTICLE XIV

Grievance Procedure

A. Definition: A "Grievance" shall mean a complaint by an employee in the bargaining unit: (1) that there has been as to the employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that the employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees.

As used in the Article, the term "employee" shall mean also a group of employees having the same grievance.

B. Adjustment of Grievances: Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner.

1. Level One

The employee with a grievance must, within seven working days of the date of the occurrence or event which gave rise to such grievance, discuss the matter with his immediate supervisor, either directly or through his association representative, with the object of resolving the matter informally. The Supervisor must be given a maximum of seven days to make his decision.

2. Level Two

In the event that the employee is not satisfied with the disposition of his grievance at Level One, the employee must file the grievance within 14 days after the original presentation of the grievance, in writing, to the district's superintendent of schools who shall issue a decision within seven (7) days of receipt.

3. Level Three

In the event that the employee is not satisfied with the disposition of his grievance at Level Two, he must file the grievance within 7 days of receipt in writing to the Board. Within 10 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. A decision shall be rendered within seven (7) days and delivered to the aggrieved person.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, the grievance may be transmitted to the Michigan Employment Relation Commission within 10 days after the decision of the Board.

C. If any non-teaching employee for whom a grievance is sustained shall be found to have been unjustly discharged the employee shall be reinstated with full reimbursement of all compensation lost. If the employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to them.

ARTICLE XV

Miscellaneous Provisions

A. No polygraph or lie detector device shall be used by the Board in any investigation of any non-teaching employee.

B. Supervisors or employees not covered by this Agreement shall not displace employees covered by this Agreement by performing work normally performed by such non-teaching employees except for an emergency or training of employee.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. 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.

E. Copies of this Agreement shall be mimeographed at the expense of the Board and presented to all non-teaching employees now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect, and the parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th. day of June 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FENTON NON-AFFILIATE ASSOCIATION

By Barbara S. Wellener
President, Fenton Non-Affiliate Association

By Joseph W. Robertson
Negotiating Committee Member

BOARD OF EDUCATION

By Richard A. Beardley
Its President

By Edward J. Lane
Its Secretary

SCHEDULE A

SECRETARIES AND CLERKS

A. Classifications:

1. The secretary to the high school principal is employed for 52 weeks.
2. The secretary in the high school, the secretary to the middle school principal, and the attendance secretary shall be employed for 208 work days per year. The 208 work days shall include the days scheduled for students and teachers. The work year will begin on Monday, three (3) weeks prior to the start of school.
3. The secretary in the guidance office and the elementary school secretaries are employed 198 days per year. The 198 work days shall include the days scheduled for students and teachers. The work year will begin on Monday, two (2) weeks prior to the start of school.
4. The clerks shall be hired for 180 school days, the days that are scheduled for all students.

B. The Work Week

1. The work week shall be 8 hours per day, 40 hours a week which may be distributed over not more than a five (5) day week, Monday through Friday.
2. Summer hours for secretaries employed for 52 weeks only per year shall be 7 hours a day; 8:00 a.m. to 4:00 p.m. with an hour for lunch.

C. Work Calendar

1. All secretarial and clerical employees shall be furnished a calendar of work days prior to the beginning of the school year if the calendar has been determined. Any deviation of the standard schedule shall be by mutual consent of the building principal, the secretary and the superintendent

- #### D. Storm Days:
- When school is called off because of weather, no secretarial or clerical help is expected to come to work, except the 52 week personnel, who are expected to make a reasonable attempt to be present.

E. Over-time Pay:

1. All work in excess of 40 hours per week shall be compensated by one and one-half the regular rate of pay. If overtime is necessary, it must be approved by the Superintendent of Schools.
2. All days and hours beyond the regular calendar may be compensated for by equal time off, to be taken at a time approved by the administrator in charge.

F. Experience Credit:

1. Any secretary or clerk who begins work by the first day of the second semester will receive one-half year's credit on the salary schedule. To be able to receive a full year's credit on the salary schedule, the employee must begin work by the first day of that employees work year as per classification.

G. Salary Schedule

1. High school secretary, the attendance secretary and the secretary to the middle school principal (208 days). Secretary to the high school principal (52 weeks).

	<u>1972-73</u>		<u>1973-74</u>		<u>1974-75</u>	
	<u>208 Days</u>	<u>52 Weeks</u>	<u>208 Days</u>	<u>52 Weeks</u>	<u>208 Days</u>	<u>52 Weeks</u>
0	\$3,872.00	\$ 4,576.00	\$4,114.00	\$4,862.00	\$4,356.00	\$ 5,148.00
1	4,114.00	4,862.00	4,356.00	5,148.00	4,598.00	5,434.00
2	4,356.00	5,148.00	4,598.00	5,434.00	4,840.00	5,720.00
3	4,598.00	5,434.00	4,840.00	5,720.00	5,082.00	6,006.00
4	4,840.00	5,720.00	5,082.00	6,006.00	5,324.00	6,292.00
5	5,082.00	6,006.00	5,324.00	6,292.00	5,566.00	6,578.00
6	5,324.00	6,292.00	5,566.00	6,578.00	5,808.00	6,864.00
7	5,566.00	6,578.00	5,808.00	6,864.00	6,050.00	7,150.00
8	5,808.00	6,864.00	6,050.00	7,150.00	6,292.00	7,436.00
9	6,050.00	7,150.00	6,292.00	7,436.00	6,534.00	7,722.00
10	6,292.00	7,436.00	6,534.00	7,722.00	6,776.00	8,008.00

2. Elementary, Middle School and Guidance Secretaries (198 Days)

	<u>1972-73</u> <u>198 Days</u>	<u>1973-74</u> <u>198 Days</u>	<u>1974-75</u> <u>198 Days</u>
0	\$ 3,486.00	\$ 3,822.00	\$ 4,158.00
1	3,696.00	4,032.00	4,389.00
2	3,906.00	4,242.00	4,620.00
3	4,116.00	4,452.00	4,851.00
4	4,326.00	4,662.00	5,082.00
5	4,536.00	4,872.00	5,313.00
6	4,746.00	5,082.00	5,544.00
7	4,956.00	5,292.00	5,775.00
8	5,166.00	5,502.00	6,006.00
9	5,376.00	5,712.00	6,237.00
10	5,586.00	5,922.00	6,468.00

3. Clerks

	<u>1972-73</u> <u>180 Days</u>	<u>1973-74</u> <u>180 Days</u>	<u>1974-75</u> <u>180 Days</u>
0	\$ 2,592.00	\$ 2,880.00	\$ 3,168.00
1	2,664.00	2,952.00	3,240.00
2	2,736.00	3,024.00	3,312.00
3	2,808.00	3,096.00	3,384.00
4	2,880.00	3,168.00	3,456.00
5		3,240.00	3,528.00
6		3,312.00	3,600.00
7		3,384.00	3,672.00
8		3,456.00	3,744.00
9		3,528.00	3,816.00
10		3,600.00	3,888.00

H. Duration of Agreement: This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th day of June 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FENTON NON-AFFILIATE ASSOCIATION

By Mary Lou Fitcher
Chairman, Negotiating Committee

By Thelma H. Gaud
Negotiating, Committee Member

BOARD OF EDUCATION

By Richard C. Beardley
Its President

By Stewart F. Grove
Its Secretary

SCHEDULE B

CUSTODIANS

I. The Work Week

- A. All full time custodians throughout the system shall work 40 hours per week as per the following:
 - 1. Eight (8) consecutive hours per day excluding lunch period. Monday through Friday.
 - 2. By mutual consent of the custodian and the Board of Education a split shift may be assigned.
- B. All custodians working less than 40 hours per week will be assigned by the Board of Education as to the number of hours and work days per week.
- C. Storm Days - All custodians, regularly scheduled, shall work on days when school is called off because of inclement weather.

II. Overtime Pay

- A. Sundays and holidays - Custodians shall be paid at the rate of two times their regular hourly rate for all work on Sundays and holidays.
- B. Custodians shall be paid at the rate of one and one-half times their regular hourly rate for all work in excess of forty hours in only one week.

III. Salary Schedule

1972 - 73

<u>Step</u>	<u>Janitors</u>	<u>Custodians</u>	<u>Head Custodians Maintenance</u>
0	\$ 6,200	\$ 6,300	\$ 6,600
1	6,500	6,600	6,900
2	6,800	6,900	7,200
3	7,100	7,200	7,500
4		7,500	7,800
5		7,800	8,100
6		8,200	8,500

III. Salary Schedule (Continued)

Step	1973 - 74		
	Janitors	Custodians	Head Custodians Maintenance
0	\$ 6,600	\$ 6,700	\$ 7,000
1	6,900	7,000	7,300
2	7,200	7,300	7,600
3	7,500	7,600	7,900
4		7,900	8,200
5		8,200	8,500
6		8,600	8,900

Step	1974 - 75		
	Janitors	Custodians	Head Custodians Maintenance
0	\$ 7,000	\$ 7,100	\$ 7,400
1	7,300	7,400	7,700
2	7,600	7,700	8,000
3	7,900	8,000	8,300
4		8,300	8,600
5		8,600	8,900
6		9,000	9,300

IV. Returning to System

Any custodian returning to the system after having previously terminated his employment with the school district shall receive no credit on the salary schedule for years of employment previously served.

V. Experience Credit

Custodians will be allowed experience credit on the salary schedule according to the following:

- A. Custodians employed between July 1st. and September 30th. will receive a full years credit on the salary schedule.
- B. Custodians employed between October 1st. and December 31st. will receive 3/4 of a years credit on the salary schedule.
- C. Custodians employed between January 1st. and March 31st. will receive 1/2 of a years credit on the salary schedule.
- D. Custodians employed between April 1st. and May 31st. will receive 1/4 of a years credit on the salary schedule.
- E. The experience credit allowance is effective beginning July 1, 1970.

VI. Duration of Agreement

This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th. day of June 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FENTON NON-AFFILIATE EDUCATION
ASSOCIATION

By *Robert A. Smith*
Negotiating Committee Member

By *Jane Ann Hull*
Chairman, Negotiating Committee

BOARD OF EDUCATION

By *Richard A. Beardley*
Its President

By *Stewart F. Grove*
Its Secretary

SCHEDULE C

BUS DRIVERS

A. Pay Schedule

<u>1972-73</u>		<u>1973-74</u>		<u>1974-75</u>	
<u>Years of Experience</u>	<u>Per Hour</u>	<u>Years of Experience</u>	<u>Per Hour</u>	<u>Years of Experience</u>	<u>Per Hour</u>
0	\$2.75	0	\$2.85	0	\$2.95
1	2.85	1	2.95	1	3.05
2	2.95	2	3.05	2	3.15
3	3.10	3	3.20	3	3.30
4	3.20	4	3.30	4	3.40
5	3.30	5	3.40	5	3.50
6	3.40	6	3.50	6	3.60
7	3.50	7	3.60	7	3.70

1. Twenty (20) minutes per day with pay shall be allowed for duties other than actual driving such as gassing the bus, cleaning, etc.
2. Pay for layover time on regular runs will be paid at the rate of ½ the regular driver rate with a total maximum time allowed of 30 minutes.
3. Salary to be based on 180 days and drivers to be paid for actual days driven. Acts of God (snow vacations) are to be included as a day worked.
4. Experience on the salary schedule will be allowed on the following basis: A driver will be allowed a full years experience on the salary schedule only if the driver is hired prior to January 1st. of a given year.
5. The Board will pay for bus driver physical examinations to a maximum of \$9.00.

B. Buses shall at all times be driven by transportation employees. Supervisors or other school officials may drive a bus under emergency conditions as certified by the State of Michigan.

C. Special bus trips: Bus drivers shall receive \$2.75 per hour for all time required for special bus trips. Minimum pay per special bus trip shall be \$6.00. Drivers shall also receive \$1.75 for each meal when the special trip requires the service of drivers during regular meal hours. Drivers shall receive pay for special bus trips at the end of each semester. Special bus trips shall be taken in turn by drivers starting with the greatest service to the least service. If the driver refuses his/her turn he/she shall wait until his/her next turn. There will be no switching of turns.

D. Duration of Agreement: This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th. day of June 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FENTON NON-AFFILIATE ASSOCIATION

By Georgia W. Huerton
Chairman, Negotiating Committee

By Aileen Miller
Negotiating, Committee Member

BOARD OF EDUCATION

By Richard A. Beardsley
Its President

By Stewart F. Groves
Its Secretary

SCHEDULE D

Cafeteria Employees

A. Work Schedule

1. Head cooks will be guaranteed six (6) hours per day as long as the lunch count is above 200. Head Cooks will be paid for days in which school is not in session as a result of an "Act of God" (snow days). All Head Cooks will be responsible for the food in their kitchens on "Act of God" (snow days). All Head Cooks shall receive sick leave benefits, funeral leave benefits, personal business days, and hospitalization benefits in accordance with the provisions of the contract which apply to non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who work at least six (6) hours per day, five (5) days per week.
2. Cooks Helpers will be guaranteed five (5) hours per day as long as the lunch count is above 200. All Cooks Helpers shall receive sick leave benefits, funeral leave benefits, personal business days, and hospitalization benefits in accordance with the provisions of the contract which apply to non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who work at least six (6) hours per day, five (5) days per week.
3. Cooks Aides will be guaranteed 3 hours per day. All Cooks Aides shall receive sick leave benefits, funeral leave benefits, personal business days, and hospitalization benefits in accordance with the provisions of the contract which apply to non-teaching employees who are employed less than 52 weeks, but at least 39 weeks per year (the school year), and who are employed a minimum of fifteen (15) hours per week and less than thirty (30) hours per week.

B. Salaries and Wages

	<u>1972-73</u>	<u>1973-74</u>	<u>1974-75</u>
1. Head Cook	\$ 2.55	\$2.65	\$ 2.75
2. Cooks Helpers or Baker	2.10	2.20	2.30
3. Cooks Aides	1.90	2.00	2.10

C. Miscellaneous

1. If a Cooks Helper substitutes for a Head Cook, she will begin to receive Head Cook's wages at the end of 5 consecutive work days.
2. If a Cooks Aide substitutes for Cooks Helper, she will begin to receive Cooks Helper wages at the end of 5 consecutive work days.

3. No cafeteria employee will be allowed time off during the regularly scheduled working days for vacations. A cafeteria employee may not take a working day off before or after a holiday. The cafeteria manager may make special exception to a cook in case of emergency.
4. The manager will determine the number of hours for each employee according to the number of meals served or the lunch count.

D. Duration of Agreement

This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the 30th. day of June 1975. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FENTON NON-AFFILIATE ASSOCIATION

By Alice M. Farner
Chairman, Negotiating Committee

By Carol J. Jaggi
Negotiating Committee Member

BOARD OF EDUCATION

By Richard A. Bardsley
Its President

By Stewart F. Trone
Its Secretary