

6/30/98

MASTER CONTRACT

Between The

**FARMINGTON
BOARD OF EDUCATION**

And The

C.M.C., MEA/NEA

1992-1998

Farmington, Michigan

Farmington Public Schools

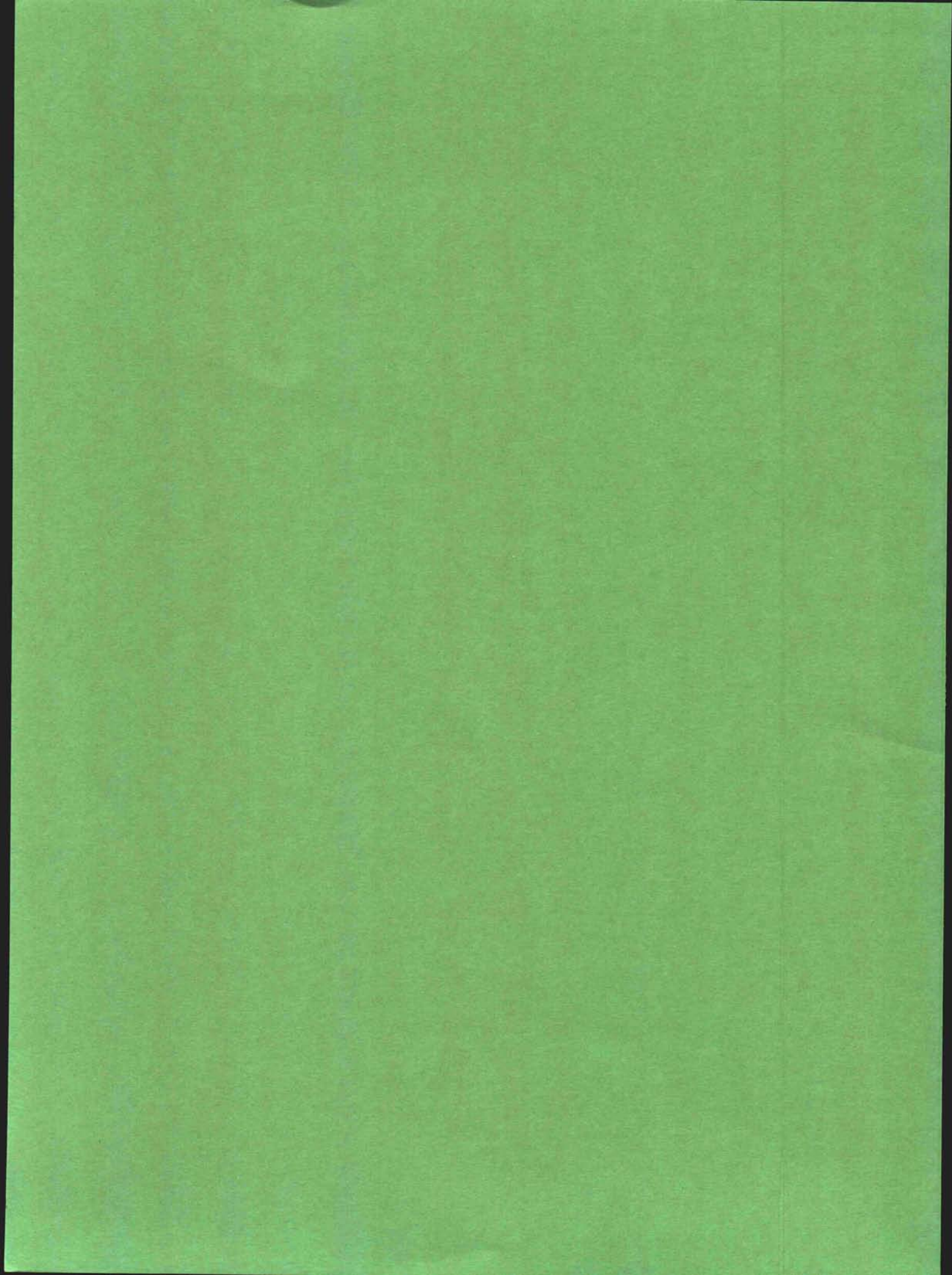
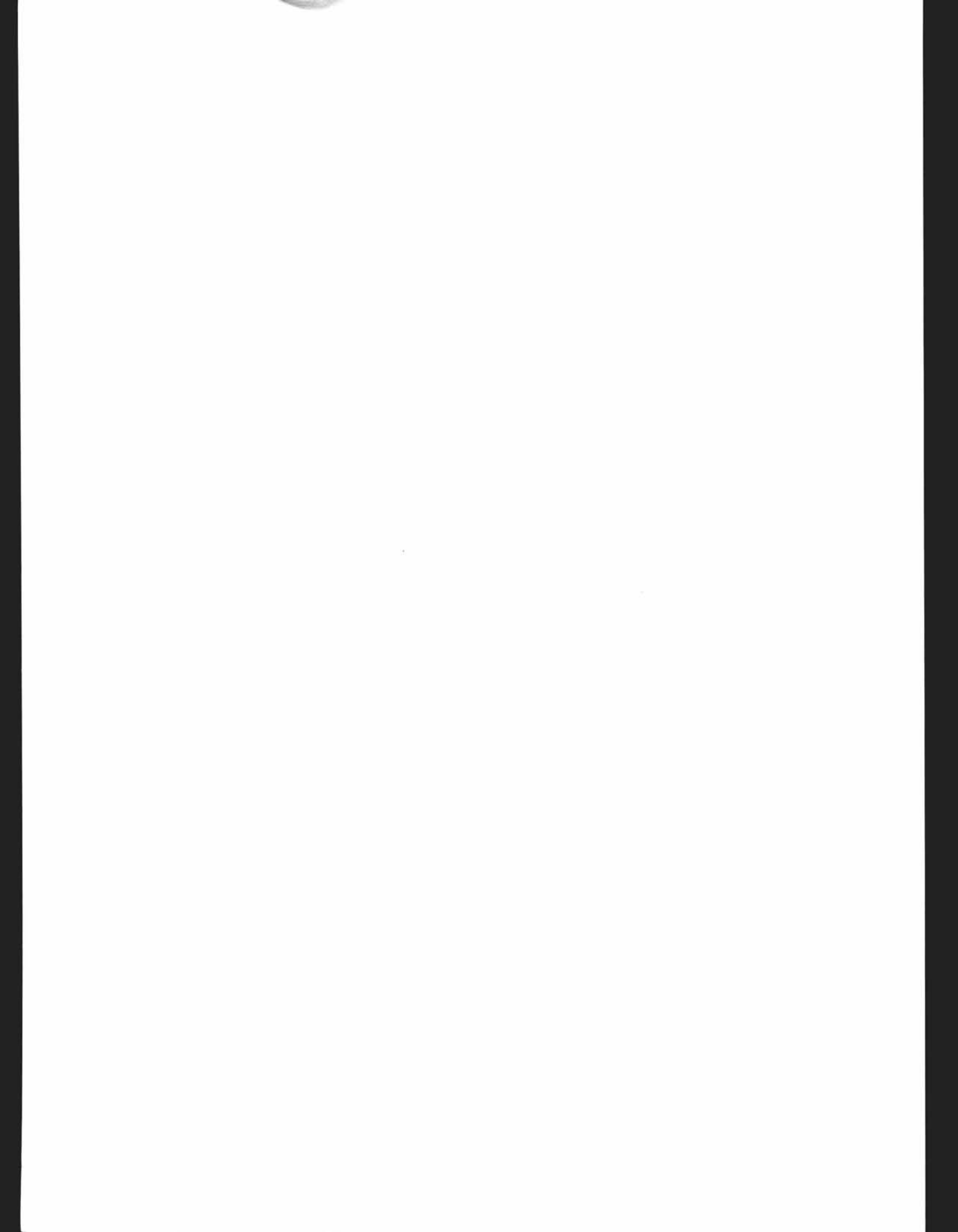


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PREAMBLE

This Agreement was entered into on March 28, 1995 between the Board of Education of the Farmington Public School District, Oakland County, Michigan and the Farmington Custodial, Maintenance and Cafeteria Association, MEA-NEA (CMC).

ARTICLE I - RECOGNITION

- A. The Farmington Public School District hereby recognizes Farmington Custodial, Maintenance and Cafeteria Association, MEA-NEA (CMC) as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of: all employees in food service, maintenance, operations, shipping and receiving, and bus mechanics; excluding bus drivers, noon aides, crossing guards, office clerical, supervisor of cafeterias, supervisor of transportation, and all other supervisors and administrators, as defined by the Act.
- B. For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section A. Reference to male employees shall include female employees, unless otherwise indicated.
- C. The term "Association" will include the Uniserv Director and representatives authorized by the Association. The term "Board" or "District" will include administrators or supervisors authorized by the Board of Education or Superintendent of Schools.
- D. The Board agrees not to negotiate with or aid any other organization, other than the Association, with respect to the employees in the unit defined in Section A for the duration of this Agreement except as required by Public Act 379-1965.
- E. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations, as they pertain to operating a school.

ARTICLE II - PAYROLL DUES DEDUCTION

- A. 1. All employees including those on leave must join the Association or pay a service fee not to exceed the Association dues. In the event that such sum shall remain unpaid for a period of fifteen (15) work days following the first day of employment, the Association shall officially notify the Board and the employee, in writing, of said delinquency, and, unless the amount is paid within fifteen (15) work days, the Board shall discontinue the service of said employee. The refusal of the employee to contribute to the cost of negotiation and the administration of this Agreement as herein required, shall result in the termination of his/her employment. At the time of employment the District will provide new employees with dues deduction information.

ARTICLE II - PAYROLL DUES DEDUCTION (continued)

- A. 2. a. Bargaining unit members on a long-term leave of absence who do not pay such dues or service fee directly to the Association by May 1 will not have their leave of absence extended for the next school year. They will have to choose to return to work or to resign from the District. If they choose to return to work they will have the delinquent and current dues or service fee deducted from their wages during the year they return to active employment. If the employee feels that this presents a hardship, he/she may appeal to the Association to make arrangements for a longer period of time to pay back the delinquent dues. The Association agrees to indemnify and hold harmless the Board, as provided in Section B. below. The Association will notify the Director of Employee Relations by May 15 of the employee's noncompliance with this provision.
- b. Bargaining unit members on a short term leave of absence who do not pay such dues or service fee directly to the Association will have the delinquent and current dues or service fee deducted from their wages when they return to active employment.
- B. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of any action taken or omitted by the Board for the purpose of complying with Article II of the Agreement.
- C. The following shall govern the collection of dues for those electing membership in the Association, pursuant to Section A above:
 - 1. a. Employees may tender initiation fees and monthly membership dues by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Association.
 - b. Check-off form: During the life of this agreement, and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes or has executed the Authorization for Check-off of Dues form.
- 2. Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of the Agreement. The employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, political action fees, or any other deduction not in accordance with this provision.

ARTICLE II - PAYROLL DUES DEDUCTION (continued)

- C. 3. A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom Association membership dues are to be deducted hereunder shall be signed by the employee before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues forms, which have been properly executed and are in effect. Any authorization for Check-off of Dues form which is incomplete or in error, will be returned to the Association secretary by the employer.
4. Check-off deductions, under all properly executed Authorization for Check-off of Dues forms, shall become effective at the time the application is tendered to the employer, and shall be deducted according to annual notification from the Association thereafter.
5. The Association will provide to the employer any additional Authorization for Check-off of Dues forms, under which Association membership dues are to be deducted.
6. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
7. Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible but not later than one week after the deductions have been made. The employee shall furnish the designated financial officer of the Association, monthly, with a list of those for whom the Association has submitted signed Authorization for Check-off of Dues forms but for whom no deductions have been made.
8. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month in which the termination took place.
9. Any dispute between the Association and the employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-off of Dues form shall be reviewed with the employee by a representative of the Association and the designated representative of the employer.

ARTICLE II - PAYROLL DUES DEDUCTION (continued)

- C. 10. The employer shall not be liable to the Association, by reasons of the requirements of this Agreement, for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- 11. The Association will be allowed to change its payroll deduction amount for dues during the year, provided that thirty (30) days' notice is given, by the Uniserv Director or the President of the Association, to the Business Office before the change is to occur.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. 1. The Association and its members shall have the right to use school building facilities for meetings at all reasonable hours, at no expense to the Association, in accordance with existing Board policies. A building permit shall be secured from the Office of Facilities Management in each instance.
- 2. A reasonable portion of the existing bulletin board in each work location will be reserved for and maintained by Association members for Association business. A bulletin board will be added to the bus garage and maintenance facility.
- 3. All employees shall have access to a telephone at all reasonable times for emergency use.
- B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
- C. It is expressly agreed between the Board and Association that sexual harassment of employees will not be condoned. The Board and the Association further agree that its supervisors and employees will not be allowed to engage in such behavior or practice. All charges of alleged sexual harassment will be reported to the Employee Relations Office, in writing, for investigation and action. In the event that a supervisor or employee is found to have engaged in sexual harassment of fellow employees or students, such behavior will be considered just cause for discipline, suspension, or termination of employment.
- D. A unit member will not be required to transport students except in the case of emergency. An employee who is assigned to transport students will be granted compensatory time off or overtime pay for the amount of time spent transporting the students, as arranged with the supervisor.
- E. 1. In the case of an emergency during non-business hours, employees will contact a number provided by the District.
- 2. All members of the bargaining unit will report their telephone number to their building principal and the appropriate supervisor's office.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

- E. 3. Head and Assistant Head Custodians will be provided the phone numbers of the custodians working in their building.
- F. 1. In the interest of fostering a continued good relationship between the District and members of the CMC Unit, the Association will be granted twenty-eight (28) days or two hundred twenty-four (224) hours pay for Association business, as certified by the Association president, provided the appropriate supervisor receives at least 24 hour notice, if possible, of intention to use the Association day/hours. Following each use of a day or hours the Association will notify the appropriate supervisor of the amount of time used for Association business. In the event the days/hours exceed those allocated to the Association, the Association will reimburse the District for any additional salary costs incurred, if any, for the replacement employee and/or substitute. If the Association does not use all of its allocated Association days/hours by the end of the contract year, it will be permitted to carry over the unused days/hours to be used in the following contract year. Once a year, two delegates will be released to attend the MEA Representative Assembly without charge to the Association or the individual.
2. Employees may also be released with approval of the supervisor to attend to school business. Employees will also be released to attend to MEA business, as certified by the president, if the Association reimburses the District for wages of the employee.
3. Any employee being selected as a delegate to any Association convention or conference necessitating a temporary leave of absence, shall be allowed time off for the convention. The employee shall have the option of attending the convention or conference without pay or the employee may use his/her vacation days. If the employee elects to take time off without pay, the five (5) day provision in Article VIII.B.8. will not apply.
- G. Upon written request, the Board will forward any requested public information to the Association and the Association president. In addition, the District Office will forward to the Association and the Association president:
1. Agendas and minutes of all Board meetings.
 2. Annual audit of the School District.
 3. Proposed annual budget and final budget, as adopted by the Board.
 4. Changes in Board Policies and By-laws.
 5. Employee Personnel Action Forms, including date of hire, salary, classification and building.

ARTICLE III - Association/Employee Rights and Responsibilities (continued)

- H. It is the responsibility of the Association and each employee to honor the terms of this Agreement. In addition, it is the responsibility of each employee to honor Board policies and administrative regulations not in conflict with this Agreement. The Association, its designated representatives, and employees shall not assume authority to advise or direct employees to disregard the normal instructions of the Board or District representatives. No employee shall assume supervisory authority as it relates to discipline.
- I. 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 his/her private physician, evidence of:
 - a. Such state of health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.
 - b. Freedom from active tuberculosis and other communicable diseases.
 2. As a condition of continued employment, upon initial hiring and every three (3) years thereafter, all members of the bargaining unit must submit to a chest X-ray or a skin test, showing the person is free from tuberculosis. The District will provide for skin tests for members of the Unit at least once every three (3) years.
 3. The Board may, at its discretion, require that employees undergo physical and medical tests and examinations by a Board appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, student health and safety, etc., provided, however, that the Board will pay the cost of such tests and examinations. Should a dispute arise between the Board's physician and employee's physician, the employee shall be examined by an appropriate specialist in the area of controversy at Ford Hospital in Detroit, or the University of Michigan Medical Center in Ann Arbor, for final determination. The cost of the latter examination will be paid for by the Board if the cost is not covered by the employee's health insurance coverage.
- J. 1. Any case of alleged assault and/or battery by an employee upon a student, which had its inception in a school-centered problem, will be promptly reported to the principal or supervisor for investigation and action.
2. a. Any case of alleged assault and/or battery by a student upon an employee will be promptly reported to the principal or supervisor for investigation and action under the student code of conduct.
 - b. A meeting will be held with the employee and/or a designated Association representative and the administrator to determine whether assault and/or battery occurred.

ARTICLE III - Association/Employee Rights and Responsibilities (continued)

- J. 2. c. A meeting may also be held with the principal or supervisor, the employee and/or a designated representative, and the student and/or the parent.
- d. In the event a principal or supervisor determines that there has been assault and/or battery by a student upon an employee the student will be suspended according to the terms of the student code of conduct. In unusual circumstances involving a student seven years or younger or a Special Education student, the Director of Student Services may approach the Association for a deviation of the penalty or procedures outlined above; which will not be unreasonably denied.
- 3. In any case of alleged assault and/or battery where the employee is not found responsible by the principal or supervisor, the Board shall provide legal counsel to advise employees of their rights and obligations and shall render other assistance it deems necessary to the employee in connection with handling the incident by law enforcement and judicial authorities.
- 4. Time lost by employees other than for disability in connection with incidents described above will not be charged to employees unless employees are adjudged guilty, or judgement is rendered against them in conjunction with such alleged assault and/or battery upon them in a court of competent jurisdiction.
- 5. In the event the immediate supervisor determines that a student has assaulted and/or battered a member of the unit, the District will reimburse the employee for any loss or damage to the clothing or personal property of the employee following a report to the Business Office.
- K. 1. Employees will not be required to directly supervise students. Excluded from this provision will be employees assigned to locker rooms and who ride the school buses under special circumstances.
- 2. All employees will continue to observe and report inappropriate student behavior to the proper authorities.
- L. 1. Absent employees or their agent will report their impending absence at any time up to 7:00 A.M. on a telephone message device provided by the Board. After 7:00 A.M. absent employees or their agent shall call their supervisor's office. Employees on the afternoon and evening shifts will call at least four (4) hours prior to the time their shift begins. Absent employees or their agent shall state their name, work location, assignment, and type of leave day they are taking.
- 2. A telephone number for reporting to Food Service, Operations and Transportation offices during nonbusiness hours will be provided to all employees.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

- L. 3. The absent employees or their agents shall call their supervisor at least one (1) hour before the employee's scheduled quitting time on the day before they will return to their post, unless the absence has been prearranged. In the event they are unable to reach their supervisor, his/her agent, or the tape, they will call the Food Service, or Operations and Maintenance Office. Without such a call on Monday through Thursday, it will be assumed the employee does not plan 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 the 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.
4. Substitutes will be released on all Fridays or the day before a holiday period unless further absence has been prearranged. If a continued absence has not been prearranged for a Monday or a day following a holiday, the employee will notify the Food Service or Operations and Maintenance Office according to L.1. above.

M. Representation of Employees

1. Members of the bargaining unit will be represented, in order, by the 1) Uniserv Director, 2) President, 3) Grievance Chairperson, and 4) Vice President. Authorized representatives of the Association will be certified annually in September to the Superintendent of Schools and changes will be reported as they occur.
2. When an Association representative is required by contract or requested by an employee, the Uniserv Director will be contacted. In the event that the Uniserv Director is unavailable or the Association office is closed, the president, followed by the grievance chairperson, and then the vice president, will be contacted.
3. In the event none of the four (4) Association representatives certified to the Superintendent, in order of contact, are available, the meeting with the employee will not be held and the employee may be suspended until such meeting can occur.
4. Association representatives attending requested meetings or grievance hearings will not suffer loss of pay if they are called away from their employment duties by a Board or District representative. As a courtesy, supervisors, head or assistant head custodians and food service managers will be notified by the Association representative that they are leaving work due to a Board or District representative's request.
5. Association representatives authorized in Article III.M. will be permitted to investigate employee grievances during work hours, with pay, provided that:
 - a. The investigation of grievances is done as expeditiously and with as little interruption of normal school operations as possible.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

- M. 5. b. The appropriate supervisor and principal are notified that the Representative is leaving work.
- c. If the representative goes into another building to investigate a grievance, the principal will be notified. As a courtesy, the head or assistant head custodians and food service managers will also be notified by the representatives when appropriate.
- d. The representative returns to work as promptly as possible, and upon returning reports at once to his/her supervisor and principal.
- e. Any abuse of the above procedures will be grounds for disciplinary action after the abuse has been discussed with the Association representative involved and a representative of the Association.

N. Discipline of Employees

1. The Board will retain the sole right to establish, adopt, publish, change, amend, and enforce reasonable rules of conduct for employees to follow, not in conflict with this Agreement. The Board shall retain the right to warn, reprimand, lay off, discharge, demote, and/or transfer any and all employees who violate these rules of conduct.
2. Board and District rules of conduct may be changed by publication ten (10) work days prior to their effective date.
3. The Board will retain the right to assess a penalty less severe than that prescribed for a given rule of conduct, provided further, however, that this shall not constitute precedent for assessment of a lesser penalty in subsequent cases involving violation of the same rule. All rules of conduct will be applied and penalties will be administered in a fair manner in each individual case.
4. Employees are entitled to full rights of citizenship and no employee will be disciplined or discriminated against for exercising these rights. Unless it adversely affects their work performance according to this contract, the private and personal life of an employee is not within the appropriate concern or attention of the District or Association unless criminal charges have been filed against the employee, at which time the Board or District representatives will take appropriate action.

O. Discipline Appeal Procedures For Employees

1. No employee will be disciplined, demoted, dismissed, suspended without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the rules of conduct of the Board of Education, and moral misconduct.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

- O. 2. Both parties agree that employees shall be reprimanded or disciplined privately by the Board or District representatives, and not in front of parents, students, or unconcerned personnel.
3. Discipline of employees will be subject to the grievance procedure as set forth in this Agreement, provided, however, that the District's decision on the termination of the service of any probationary employee will be final and not subject to the grievance procedure, unless such termination was for Association activities.
4. Should official disciplinary action be likely to occur at or following any given meeting, the employee shall be advised immediately of said possibility and be advised by the Supervisor of the right to representation under this provision of the contract.
5. The Board agrees, promptly upon discipline of an employee, to notify, in writing, the Association president and the Association office of the disciplinary action.
6. In the event the employee and the Association, if the appeal is supported by the Association, wishes to appeal a disciplinary action, the Uniserv Director or Association President may do so within ten (10) regularly scheduled working days of the notice of disciplinary action. The appeal will be delivered to the Employee Relations Office and treated as a grievance appeal filed at Step 2 of the grievance procedure. At their option, representatives of the District reserve the right to delay disciplinary time off until completion of Step 2 of the grievance procedure.
7. a. Major violations of the contract or work rules that result in disciplinary time off not reversed through the grievance procedure, will remain in the employee's active file for eighteen (18) months.
b. Minor violations of District work rules or the contract not reversed through the grievance procedure and that do not result in disciplinary time off, will remain in the employee's active file for twelve (12) months.
c. At the end of eighteen (18) and twelve (12) months respectively, documents involving disciplinary action will be removed from the employee's file prior to review under Article III.P.6. except in the case of any legal proceeding or arbitration.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

P. Employee Personnel Files

1. The personnel file will be kept in a central location under the supervision of the Director of Personnel.
2. All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants. A memorandum may be placed in the employee's file indicating future direction to an employee that may result from the resolution of a grievance.
3. Copies of written compliments of an employee's work performance will be placed in his/her personnel file and a copy sent to the employee and the employee's supervisor. The copy will be clearly annotated "Personnel File".
4.
 - a. Written complaints by a supervisor or administrator about an employee's work performance will be placed in the personnel file provided the employee has reviewed the written complaint and signed a copy of same. Such signature will be to indicate awareness of the material but in no instance will said signature be interpreted to mean agreement with the content of the material. Refusal to sign a complaint placed in a personnel file will be noted on the document. The employee may submit a dissenting opinion and/or clarifying statement to the complaint for inclusion in the file.
 - b. Complaints made by a parent, pupil, nonsupervisor staff or members of the community, shall be promptly called to the attention of the employee. Prior to the complaint or supervisor's findings being placed in the personnel file, the supervisor shall review it to determine if it has validity. If the complaint is found to be invalid, neither the complaint nor the supervisor's findings will be put in the personnel file.
5. No records may be entered into an employee's personnel file by a Board representative regarding a fact or occurrence about an employee later than six months following the occurrence or knowledge of the occurrence by the Board representative.
6. All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants. A memorandum may be placed in the employee's file indicating future direction to an employee that may result from the resolution of the grievance.

ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES (continued)

- P. 7. All employees will have the option of placing materials related to their employment in their personnel files.
8. Upon written request, an employee will have the right to review the contents of his/her personnel file. An Association representative or another individual will have the right to review an employee's personnel file only with the written permission of the employee. A District representative may review an employee's personnel file if a legitimate reason is demonstrated to the Supervisor.

ARTICLE IV - 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:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion: and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL

- A. There shall be for the purposes of seniority two (2) departments:
1. Food Service Employees
 2. Maintenance employees, operations employees, shipping and receiving employees, and bus garage mechanics.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- B. 1. Seniority will be defined as an employee's length of service as determined by Article V of this contract.
2. a. The seniority date will be the first day of work for an employee in his/her department group.
- b. In the event two (2) or more employees in the same department have the same seniority date, the order of seniority will be determined by a one time lottery.
3. If an employee from one department receives a position in the other department, his/her seniority date will begin the first date of work in the new position. After completion of the probationary period (1 year), the employee's seniority date will be adjusted as follows:
- a. Employees who worked six or more hours a day in their original department will have their seniority date adjusted to reflect the uninterrupted time spent in the original department.
- b. Employees who worked less than six hours a day in their original department will have their seniority date adjusted to reflect one-half of the uninterrupted time spent in the original department.
- c. The number of hours listed in 1) and 2) above refer to the number of hours worked in their last assignment.
- d. In the event layoffs are to occur and the employee affected has not completed their one (1) year probationary period, the employee will have his/her seniority date adjusted as described above. However, except for the early seniority adjustment, the probationary period for all other purposes shall remain in effect.
4. An employee's seniority date will be reduced to reflect the length of time he/she has been on a personal leave of absence.
5. The Board will keep an up-to-date seniority list at all times and make the list available to the Association and the Association President at any time. The Association, the Association President, and each building will be provided a complete up-to-date seniority list as of October 15 and February 15 every year. Any employee who believes he/she has been improperly placed on the seniority list shall notify the Board, in writing, within thirty (30) calendar days after the seniority list has been posted on the bulletin board.
6. The seniority list will show the name, seniority date, classification and building in seniority order (highest to lowest).
7. Employees will be regarded as probationary employees for a period of one year. The dismissal of a probationary employee will not be subject to the grievance procedure.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- B. 8. Loss of Seniority - An employee shall be terminated and lose his/her seniority rights if:
- a. He/she quits.
 - b. He/she is discharged and the discharge is not reversed through the grievance procedure.
 - c. He/she is absent for five (5) consecutive working days without notifying the Board, and he/she fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
 - d. He/she does not return to work when recalled from layoff, as set forth in the recall procedure.
 - e. He/she fails to return from a leave of absence at the end of the authorized period.
 - f. He/she is involuntarily laid-off for two (2) years or length of service, whichever is greater.
 - g. He/she retires.
9. A person who resigns and is rehired by the District within a thirty (30) day period will retain the following rights:
- a. The same level of experience on the salary schedule as held prior to the resignation.
 - b. Unused sick leave and vacation days held prior to the resignation.
 - c. An adjusted seniority date to reflect the number of days in which he/she was not a member of the bargaining unit.

C. Layoff and Recall Procedures

- 1. The word "layoff" means a reduction in the working force due to a decrease in work.
- 2. If it becomes necessary for a permanent layoff, the following procedures will be mandatory:
 - a. Layoffs will occur within the two department groups.
 - b. Within the department, a senior employee will have the right to replace a junior employee in his/her pay classification. If there is no junior employee in his/her pay classification to replace, he/she may replace a junior employee in the next lower pay classification and so forth. In all instances the employee must be qualified to do the job as defined in Article IX.F. An employee will have five (5) work days to decide which position to take. An employee displaced by another employee has the right to the above procedures.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- C. 3. In instances other than layoffs due to employee's returning from a leave of absence, the Association will be notified of the lay-off as soon as possible and be afforded an opportunity to discuss the reduction. The Board will notify the employee involved, in writing, by certified mail, with a copy to the Association and Association president at least fourteen (14) calendar days prior to the scheduled reduction.
4. Employees shall be recalled in reverse order provided they are presently capable of performing the available work. Notice of recall shall be sent to the employee's last known address by certified mail. Employees shall be given fourteen (14) calendar days in which to report for work, after having been notified to report. If the employee fails to report for work within fourteen (14) calendar days of receipt of the recall notice, he/she shall be considered as having terminated his/her employment. A copy of the recall letter will be sent to the Association.
5. In the event of layoff, laid off employees will be given preference on a seniority basis within their department group for placement in positions other than the position they were laid off from, provided they are qualified to do the work.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS

- A. 1. a. The straight-time, hourly wage rate shall be that listed in Appendices A and B and C.
- b. On an annual basis, employees who complete the following additional work responsibilities will receive a 1% stipend:
- 1) Department Group 1 employees who attend the Districtwide Inservice Day without pay.
 - 2) Department Group 2 employees who extend their work day by fifteen (15) minutes each day for eight (8) weeks for a total of six hundred (600) minutes, to be scheduled by the supervisor. If the employee desires, and the supervisor approves, all or part of the six hundred (600) minutes may be scheduled in increments of fifteen (15) minutes and/or may be performed on an unscheduled work day.
2. Employees working on the third (3rd) shift will be paid a twenty-five (25) cent per hour shift premium. Maintenance workers working on the second (2nd) shift will be paid a twenty (20) cent per hour premium.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- A. 3. a. The Board agrees to make payroll deductions at the request, and by the authorization of any bargaining unit member for the following items:
- 1) United Profession dues.
 - 2) Association service charge, as defined in Article II.
 - 3) Voluntary miscellaneous deductions authorized by the bargaining unit members and Association in writing and planned by agreement with the Personnel Office.
 - 4) Contributions for tax deferred annuities. The TDA offerings available through payroll deduction are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone. The Board and Association shall be held harmless from any claim of liability associated with the availability or handling of tax deferred annuities.
 - 5) Credit Union deposits and payments.
 - 6) Insurance premium payments (limited to those insurance programs available during the open enrollment period of September).
 - 7) U.S. Savings Bonds.
- b. If a regular payday falls during an employee's vacation, he/she will receive that check amount added to his/her last regular check preceding the vacation with all appropriate deductions using a tax spread, provided the employee gives the payroll department written notice two weeks prior to the pay period.
- c. During the normal school year, when a pay date falls during a scheduled school closing, the School District will endeavor to issue checks on the last work day preceding the break for all members of a group (i.e. food service, ten month custodians, etc) who are not scheduled to work during the break.
4. Employees who are required to drive their automobiles in the course of their work shall receive a car allowance of twenty-eight (28) cents per mile, unless in the future the Board shall act to give other units a higher rate at which time the rate shall apply to all members of the unit.
5. a. 1) On a daily basis, shipping and receiving, heating and ventilating, skilled maintenance, maintenance utility, and truck drivers, will wear approved uniforms provided by the District. Each employee will receive five (5) uniforms per year. Employees may purchase additional uniforms at their own expense at the District rate.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- A. 5. a. 2) Food Service employees will receive an annual seventy-five (75) dollar clothing allowance in the first pay of December each contract year.
- b. On a daily basis, vehicle maintenance and bus mechanics also will wear approved uniforms provided by the District. The District will provide a uniform service (nine uniforms), to be arranged by the employees.
6. a. Food Service employees will receive an additional twenty-five (25) cents per hour provided that they have successfully completed the Oakland Schools "Silver Spoon" Program or the Michigan Department of Education Statewide Training Program, Levels I and II, for Food Service Employees. Employees should apply for reimbursement of course fees in accordance with Section A.10. below.
- b. An additional one (1) dollar per hour will be paid to employees who maintain the following certifications or licenses:
- 1) Skilled vehicle maintenance and bus mechanics with a minimum of eight (8) certifications.
 - 2) Up to three heating and ventilating persons holding high or low pressure boiler licenses.
 - 3) Skilled maintenance persons are required by job posting qualifications to hold a journeyman's card or a specific license or certification. Employees are not required to maintain a current journeyman's card or membership in another association after being hired or promoted to a position for which it is required.
 - 4) a) Employees in the positions of truck driver assigned to maintenance and bus mechanic will be required to obtain a CDL to maintain their positions.
b) In addition to those positions in a) above, the District will seek volunteers from skilled maintenance and utility who will apply and become licensed for the CDL; the number of positions within each classification to be determined by the District. If there are more volunteers than needed, the District will determine whether it will accept all volunteers or fill the required number of positions needed with CDL's by seniority within each classification. If there are not enough volunteers from utility and skilled maintenance classifications, the District will require the least senior persons in those classifications to obtain the CDL.
- A. 6. b. 4) c) The District agrees to reimburse those bargaining unit members selected as outlined above for the cost of their first CDL including the chauffeur's license fee and road test. Reimbursement upon renewal of the CDL will be for

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- A. 6. b. 4) c) those fees beyond the cost of the basic operator's and chauffeur's license fee up to a maximum of twenty-six (26) dollars. The District will also pay for the cost of the road test as required by the CDL.
- d) Except for those positions already receiving such, in accordance with Article VI.A.6.b., an additional one (1) dollar per hour will be paid to employees who maintain a CDL as required for their position, or who are assigned/volunteer as provided in b) above. Failure of an employee to renew or maintain the CDL will result in loss of the additional one (1) dollar per hour. Except for the loss of the one (1) dollar per hour, in such cases where the employee fails to maintain the CDL, the District further agrees to meet with the Association to discuss alternatives prior to implementing any changes in employment status.
- c. In addition, all maintenance/operational employees other than the custodial classification or those mentioned in b. above will receive an additional one (1) dollar per hour for successful completion (70% score or above) on written tests provided by the National Occupational Competency Testing Institute (Ferris State University) in the following areas: air conditioning/refrigeration, building and home maintenance, building trades maintenance, lock smithing, glazing, cabinet making and millwork, carpentry, electrical installation, heating, industrial electrician, masonry, painting and decorating, plumbing, refrigeration, pipe fitting and welding.
- d. A custodial employee may take the tests mentioned in c. above in order to qualify for the additional one (1) dollar per hour. The two (2) custodial employees who pass the test and who score the highest on the test will immediately receive the additional compensation. If there are more than two employees who pass the test, they will be placed on the top of a waiting list in the order of their test score. As each new group of employees take and pass the test, they will be placed on the waiting list in order of their test score, but following the preceding group. In case of ties, employees will be placed on the waiting list in order of seniority. At the beginning of each contract year, the top two employees on the waiting list will be added to the list of employees receiving an additional one (1) dollar per hour. If there is no waiting list, the first two employees who take and pass the test will immediately receive the additional compensation. A total of no more than two (2) employees per contract year may be added to the list of custodial employees receiving an additional one (1) dollar per hour of compensation. It is understood between the parties that any maintenance or operational employee who is receiving \$1.00 per hour for passing the NOCTI Test and who decides to take a demotion to a custodial position will be placed on the custodial waiting list in the order the test was taken and their test scores.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- A. 7. A department group 2 employee assigned leadership responsibility by the District for a minimum of five (5) or more employees will receive an additional leader rate of pay of seventy-five (75) cents per hour during his/her assignment.
8. a. Employees who work in a higher classification position will be paid at the higher classification rate of pay after three (3) or more days of work in a higher classification position during the school year. Application for the differential in pay will be made by the employee on a form provided by the District.
- b. Provision a. above will not apply to Maintenance/Operations Utility employees unless they are assigned by the supervisor to replace a skilled maintenance worker or the shipping/receiving coordinator who is on vacation, on a short term leave of absence, or on a temporary assignment. The decision of the supervisor on replacement assignment of a Maintenance/Operations Utility employee will be final and nongrievable.
- c. An employee in either department group who temporarily works below his/her job classification will receive his/her regular classification pay.
9. Cafeteria cooking equipment will not be used unless a food service employee is on duty.
10. Employees will be encouraged to improve their skills by additional education. Post high school educational course work, with prior approval of the Assistant Superintendent or his/her designee, will result in reimbursement of the employee for tuition, provided that the employer receives a grade report indicating a grade of C or above, 70% or above, or a pass grade, depending on the method of evaluation.
11. a. When a new job is placed in existence, which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Board will, after notice to the Association office and president, establish a rate for such a new classification, which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Association office and president. During this period, a written grievance may be filed with the Superintendent at Step 3 of the grievance procedure. If no written grievance is filed within the thirty (30) calendar day period, the rate shall become permanent at the end of such period.
- b. In the event a grievance is filed, the parties will negotiate a rate for the position according to the procedures of Public Act 379.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

A. 12. Any employee called in early will work their full shift in addition to the extra hours worked. However, with District approval, the employee may choose to work only eight (8) hours at straight time pay.

13. Beyond the regular work day each department Group 2 employee must attend, on his/her own time, a total of six (6) hours of inservice training. Department Group 1 employees must attend, on their own time, a total of three (3) hours of inservice training. A Steering Committee composed of at least four (4) members and at least one supervisor will meet to plan the proposed topics for the training. If there are not enough volunteers from the Association to serve on the Steering Committee, the supervisor will appoint the members. For the purpose of establishing the Steering Committees and the employees to be trained the following employees will be grouped:

- a) Department Group #1
- b) Department Group #2.

Each group will then establish, by a majority vote, the day(s), time(s) and topic(s) for the training. The training sessions may be held on any scheduled work day and may be scheduled in any block of time of at least one hour. Groups may, by majority vote of the Steering Committee, decide to hold training sessions in smaller groups, such as high school custodians. Groups may also, by a majority vote of each group, decide to combine with another group(s) for training. Failure to comply with this annual requirement may result in docking of one hour's pay for each hour of inservice that is not completed and/or disciplinary action.

B. Holidays

1. Department Group 2 employees and twelve month food service employees who work on the last regularly scheduled District working day preceding, and the first regularly scheduled District working day following the holidays enumerated below, will receive holiday pay calculated at the rate of their regular, straight-time rate, as determined on a daily basis.

- a. 1) For the 1992-93 work year each employee will have the following holidays:
 - a) Labor Day
 - b) Thanksgiving Day
 - c) Day after Thanksgiving
 - d) Christmas Eve Day
 - e) Christmas Day
 - f) December 28, 29, 30, 1992
 - g) New Year's Eve Day
 - h) New Year's Day
 - i) Good Friday
 - j) Memorial Day
 - k) Independence Day

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- B. 1. a. 2) For the 1993-94 work year each employee will have the following holidays:
- a) Labor Day
 - b) Thanksgiving Day
 - c) Day after Thanksgiving
 - d) Christmas Eve Day
 - e) Christmas Day (to be celebrated December 23, 1993)
 - f) December 28, 29, 30, 1993
 - g) New Year's Eve Day
 - h) New Year's Day (to be celebrated December 27, 1993)
 - i) Good Friday
 - j) Memorial Day
 - k) Independence Day
- 3) For the 1994-95 work year each employee will have the following holidays:
- a) Labor Day
 - b) Thanksgiving Day
 - c) Day after Thanksgiving
 - d) Christmas Eve Day (to be celebrated December 23, 1994)
 - e) Christmas Day (to be celebrated December 26, 1994)
 - f) December 27, 28, 29, 1994
 - g) New Year's Eve Day (to be celebrated December 30, 1994)
 - h) New Year's Day (to be celebrated January 2, 1995)
 - i) Good Friday
 - j) Memorial Day
 - k) Independence Day
- 4) For the 1995-96 work year each employee will have the following holidays:
- a) Labor Day
 - b) Thanksgiving Day
 - c) Day after Thanksgiving
 - d) Christmas Eve Day (to be celebrated as a floating holiday as described below)
 - e) Christmas Day
 - f) December 26, 27, 28, 1995
 - g) New Year's Eve Day (to be celebrated December 29, 1995)
 - h) New Year's Day
 - i) Good Friday
 - j) Memorial Day
 - k) Independence Day

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

B. 1. a. 5) For the 1996-97 work year each employee will have the following holidays:

- a) Labor Day
- b) Thanksgiving Day
- c) Day after Thanksgiving
- d) Christmas Eve Day
- e) Christmas Day
- f) December 26, 27, 30, 1996
- g) New Year's Eve Day
- h) New Year's Day
- i) Good Friday
- j) Memorial Day
- k) Independence Day

6) For the 1997-98 work year each employee will have the following holidays:

- a) Labor Day
- b) Thanksgiving Day
- c) Day after Thanksgiving
- d) Christmas Eve Day
- e) Christmas Day
- f) December 26, 29, 30, 1997
- g) New Year's Eve Day
- h) New Year's Day
- i) Good Friday
- j) Memorial Day
- k) Independence Day

b. The floating holiday listed above may be taken at the employee's choice on any scheduled work day with the supervisor's approval. Conflicts involving which employee(s) is allowed to take a particular day as the floating holiday will be resolved in favor of the employee(s) with the greater seniority.

c. For 12 month employees: If July 4th falls on a Tuesday or a Thursday, the corresponding Monday or Friday will also be a paid holiday.

2. Employees who are scheduled to work during the December winter break will receive the corresponding additional paid holidays during the Spring school break or at a time mutually agreeable between the employee and supervisor.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- B. 3. a. Other than twelve month Food Service employees, who work on the last regularly scheduled District working day preceding, and the first regularly scheduled District working day following the holidays enumerated below, will receive holiday pay calculated at the rate of their regular, straight-time rate as determined on a daily basis for the holidays listed below:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve Day
- 5) Christmas Day
- 6) New Year's Eve Day
- 7) New Year's Day
- 8) Good Friday
- 9) Memorial Day

C. VACATIONS

1. Vacations will be computed on the basis of months of active service during a contract year with the District and length of service with the District according to Article V, as of June 30th of each year.
2. Active service shall mean working at least one-half (1/2) of the work days in a month.
3. Vacation pay will be at the employee's normal, straight-time rate, computed on a normal, daily basis, times the number of vacation allowance days.
4. a. Employees shall be entitled to vacation pay or days in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>12 MONTH EMPLOYEE</u>	<u>LESS THAN 12 MONTH EMPLOYEE</u>
Less than 1 year	.5 day/month	.5 day/month
After 1 year	10 days	8 days
After 5 years	15 days	13 days
After 10 years	20 days	17 days
After 15 years		20 days

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- b. An employee who in their first year of employment completes twelve (12) months of active service will be considered to have completed one full year of service and will be entitled to ten (10) vacation days.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- C. 5. An employee who leaves the employment of the Farmington Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year), as a result of dismissal shall not earn any vacation rights.
6. Any employee who leaves the employment of the Farmington Public School District during a contract year by voluntary resignation, layoff or retirement will receive any unused vacation pay, including that accrued in the current contract year, provided the employee gives two (2) weeks written notice of his/her intent to resign. A recalled employee who received vacation pay at the time of layoff for the current contract year will have such credit deducted from his/her vacation pay upon return to employment.
7. In case of illness or injury while on vacation, which requires extended hospitalization, or which would prohibit the employee from working, as certified by a doctor, the employee will be granted a change in status from vacation to sick leave.
8. When a paid holiday falls within the vacation period of a twelve month employee, the holiday will not be deducted from his/her vacation bank.
9. Less than 12 month employees may elect to use their current vacation day allowance on any unpaid day when school is not in session districtwide. Any vacation days remaining at the end of the school year will be paid on the pay date following the last regularly scheduled work day. The District will provide a form to the employee for authorization of vacation day use during the school year.
10. Vacation days shall not be cumulative from one year to the next and are to be taken annually, as set forth in Section C.4. of this Article.
11. In recognition of the importance of having effective supervision at all times, as well as having a person responsible with regard to building activities, building heads and the assistant heads of secondary schools, may not take their vacations at the same time, nor may their vacations overlap. Exceptions to this paragraph may occur only with the approval of the principal and supervisor, and provided that a work schedule has been drawn up for the remainder of the building custodial staff.
12. In other than secondary school buildings, vacations must be arranged so that there is one operational-maintenance employee present during the normal working day. Maintenance employees who are assigned like jobs must arrange their vacations so they do not coincide.
13. A twelve month employee may split his/her vacation time into blocks of at least five (5) vacations days or more with the approval of the principal and supervisor. With the approval of the principal and supervisor, the employee may split his/her vacation time into blocks of less than five (5) days.
14. Vacations will be granted at such time during the year as are right, considering both the wishes of the employees and efficient operation of the department concerned.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

15. A vacation may not be waived by an employee and extra pay received for work during that period.
16. All vacations for 12 month employees must be approved by the appropriate departmental supervisor.
17. Employees hired into one department from another department will retain vacation pay allowance based on continuous years of service within the bargaining unit. At the time an employee moves from one department to the other department, he/she may elect to be paid for the number of vacation days earned to that point. A tax spread will be applied to this amount. The employee may also elect to transfer an equivalent number of vacation days to the new department based on his/her last pay rate/hours as it relates to his/her new pay rate/hours. The employee will earn a pro-rata number of vacation days for the remainder that year. The employee will retain accumulated sick leave days calculated on a pro-rata basis as applies to a six hour/full-time employee.

D. Michigan Workers' Compensation Benefits

1. Any employee who is absent because of injury or disease commensurable under the Michigan Workers' Compensation Act will receive his/her regular salary for all working days prior to qualification for worker's compensation benefits without loss of credit from his/her sick leave bank.
2. In addition, following qualification for worker's compensation benefits, an employee will receive the difference between the allowance under the Act and his/her regular salary for the period of time that funds from his/her accumulated sick leave bank will provide.
3. Positions of employees absent due to an alleged on-the-job injury, for which the District has accepted responsibility, will not be posted for the remainder of the contract year, subject to the following:
 - a) Positions of employees absent due to an alleged on-the-job injury, for which the District has accepted responsibility, will not be posted for the remainder of the contract year or until September 1st if the injury occurs between April 30th and June 30th. If at the conclusion of this time period the employee is unable to return to work due to the on-the-job injury, his/her position will be posted. Upon certification of return to work the employee will immediately have the benefit of Article VIII.A.7.a.2). Employees, while on Worker's Compensation, for which the District has accepted responsibility, will have their fringe benefits continued.
 - b) If the on-the-job injury occurs between April 30th and June 30th of any contract year, at the conclusion of that contract year if unable to return to work the employee will be placed on a sixty (60) day temporary medical leave according to Article VIII.B.1.i.2). At the conclusion of the sixty (60) day temporary leave if unable to return to work the employee will be placed on a long term medical leave in accordance with Article VI.D.1.c.1) above and the position will be posted.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- D. 3. c. The sixty (60) day temporary medical leave described in 2) above shall not be considered as the 120 day short term medical leave described in Article VIII.B.1.i.2)a).
4. Employees who exhaust their sick leave bank while absent due to an alleged on-the-job injury, for which the District has denied liability will be placed on an approved temporary medical leave without pay according to Article VIII.B.1.i.
5. When an employee returns from absence due to an on-the-job injury, for which the District has accepted liability, the employee's sick leave bank will be returned to the balance on record prior to the date of the on-the-job injury.
- E. Fringe Benefits: The Board shall provide the following level of benefits listed below.
1. Full-time employees who work 38 weeks or more and those who work at least six (6) hours per day, five days per week will receive the following level of benefits listed below:
- a. Term Life:
- 1) The Board will provide for each employee, life insurance protection including accidental death and dismemberment, and waiver of premium, for up to two years of disability, in the amount of fifty thousand dollars (\$50,000).
- 2) The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep his/her term life in force within thirty (30) days of their last day of work.
- b. Medical:
- 1) Each employee will select one (1) of the three (3) following options:
- a) Farmington Health Plan with benefits pursuant to the attached Summary Plan Description. It is expressly understood that the determination of the carrier or decision to self-insure is the right of the Board.
- b) Health Maintenance Organization (HMO) with benefits comparable to Health Alliance Plan.
- c) Any employee who is ineligible for hospitalization coverage, due to coverage elsewhere, will receive:
- i An option to health care in the amount of five hundred dollars (\$500) a year to be split at the employee's option between variable options and a Board approved tax deferred annuity carrier during the open enrollment period established each year by the District. The TDA payment will be made directly to the carrier at the end of each December.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- E. 1. b. 1) c) ii For those employees whose spouse works someplace other than Farmington Public Schools, a drug rider at \$.50 co-pay will be provided. Effective September 1, 1995 the co-pay will be \$2.00.
- 2) Effective September 1, 1997, the drug rider for employees receiving medical benefits will be \$5.00.
- 3) In the event of the death of an employee, his/her medical coverage will remain in force for his/her dependents for an additional six (6) months.
- 4) An employee will receive medical care coverage for a total of six (6) months of time spent on a short and/or long term medical leave of absence. This benefit may be exercised only once in each twelve (12) month period.

c. Long Term Disability:

The District agrees to provide one hundred percent (100%) of the cost of long term disability to a regular, full time employee. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible employees in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age 69 or older, the maximum benefit period will be one year. Benefits will begin after the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, with a maximum monthly benefit of three thousand dollars (\$3000) based on sixty-six and two thirds percent (66 2/3%) of the employee's regular hourly rate computed on a monthly basis. The policy will also contain a social security freeze, alcoholism/drug and mental/nervous waivers. Following placement of an employee on L.T.D. coverage, his/her health insurance coverage will remain in force for an additional twenty-four (24) months. If an employee's health insurance has continued while he/she was on an unpaid health leave, immediately prior to qualifying for L.T.D., then that time period will be deducted from the 24 months.

d. Dental Care:

- 1) For those members of the bargaining unit who are not covered by other dental insurance, the Board agrees to provide one hundred percent (100%) of a plan composed of Class I Benefits: 100%; Class II Benefits: 90%; and an orthodontic benefit rider at 90% to a maximum of \$1500, lifetime. Class I and II benefits will have a \$1000 yearly maximum.
- 2) For those members of the bargaining unit who are covered by other dental insurance (including District-provided coverage), the Board agrees to provide one hundred percent (100 %) of the cost of a plan composed of Class I benefits: 50%; Class II benefits: 50%; and an orthodontic benefit rider at 90% to a maximum of \$1500, lifetime. Class I and II benefits will have \$1000 yearly maximum.

e. Vision Care: The District agrees to provide employees with MESSA Vision Service Plan III.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- E. 2. Less than full time employee who are regularly scheduled to work at least 15 hours and less than thirty (30) hours per week will receive the following:
- a. 1) The Board will provide for each employee, life insurance protection including accidental death and dismemberment, and waiver of premium, for up to two years of disability, in the amount of thirty thousand dollars (\$30,000).
 - 2) Conversion right as in E.1.a.2).
 - b. The District agrees to provide one hundred percent (100%) of the cost of long term disability. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible employees in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at our after age sixty-one (61). For disability commencing at age 69 or older, the maximum benefit period will be one year. Benefits will begin after the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, with a maximum monthly benefit of three thousand dollars (\$3000) based on sixty-six and two thirds percent (66 2/3%) of the employee's regular salary computed on a monthly basis. The policy will also contain a social security freeze, alcoholism/drug waiver and mental/nervous waiver.
 - c. The District agrees to provide one hundred percent (100%) of a plan composed of Class I Benefits: 50%; Class II Benefits: 50%. Class I and II benefits will have a \$500 yearly maximum.
 - d. Vision Care: The District agrees to provide employees with MESSA Vision Service Plan 1.
 - e. Employees working fifteen (15) hours and less than thirty (30) hours per week will also receive a 50% subsidy towards health insurance.
3. 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.
 4. This benefit will cover all employees of the bargaining unit who qualify and have completed the necessary forms required by the carrier.
 5. There shall be no duplication of medical benefits. The employee must notify the Personnel Office of any personal insurance coverage, either through personal coverage or coverage from spouse's or family's insurance plan. If the employee is covered by any other hospitalization insurance, the Board's obligation under this provision shall be waived.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- E. 7. It is understood that MESSA will not provide variable options without the health insurance. The district will make such variable options available for payroll deduction equal to or less than the MESSA premium through another carrier or through self insurance. If there is no quote equal to or less than MESSA, the closest bid will be accepted.
- 8. The parties agree to review setting up an IRS Section 125 plan to potentially address: dependent care, cash option (TDA), medical reimbursement and/or premium contribution.

ARTICLE VII - WORKING CONDITIONS

- A. The Board of Education shall retain the right to schedule the work hours of employees according to the needs of the school system. When possible, the employee will be given fourteen (14) days advance notice. Any change in hours shall be subject to the grievance procedure provided the procedures in Section B are not followed. An exception to the fourteen days notice may be made when an employee returns to work early from an injury to a "Bridge Job".
- B. If it becomes necessary for the Board to change the work hours of the employees, the following procedure will be mandatory:
 - 1. The supervisor will ask for volunteers by classification.
 - 2. The supervisor will consider valid problems of the employees before making assignments.
 - 3. The supervisor will then assign employees by classification and building, in inverse seniority order.
- C. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- D. The normal work week shall be Monday through Friday.
- E. 1. A normal work shift for other than food service employees will consist of not more than eight (8) hours working time which will be broken by a fifteen (15) minute rest period midway through the first four (4) hours and a fifteen (15) minute rest period midway through the second four (4) hours and a one-half (1/2) hour scheduled lunch period. The scheduled lunch period will consist of fifteen (15) minutes paid and fifteen (15) minutes unpaid time. The District will not revise, or make provisions in present or future eight (8) hour work schedules to accomplish the above. The existing practice with regard to wash-up time shall remain in effect. Article VII.E. will not apply when an employee breaks his/her shift for overtime.
- 2. It is understood that bargaining unit members will be allowed to leave their building when necessary for the lunch period with the following understanding:
 - a. Employees leaving during their lunch period will not be the responsibility or liability of the Board of Education.

ARTICLE VII - WORKING CONDITIONS (continued)

- E. 2. b. No building will be left unsupervised or unattended during the lunch period.
- c. Permission to leave the building will be obtained from either an administrator, supervisor, foreman, head custodian, or assistant head custodian.
- F. A food service employee who works less than four (4) hours is entitled to eat lunch, but he/she must eat on his/her own time. If the employee works four (4) hours or more, he/she is entitled to a thirty (30) minute paid lunch period. Employees of four (4) hours or more, are entitled to a fifteen (15) minute rest period per day, to be designated at the discretion of the cafeteria manager.
- G. 1. a. All work performed in excess of forty (40) hours during a scheduled work week or work performed in excess of eight (8) hours a day, will be paid at the rate of time and one-half.
- b. All work performed on a Saturday shall be paid at time and one-half.
- 2. a. Double time will be paid for holidays and Sundays, based on standard hourly rate, provided that the employee worked the day before and the day after said day, or
 - 1) Was on a scheduled "off" day, or,
 - 2) Was on an approved said "leave" day.
- b. For the purpose of this benefit, the work week is defined as Saturday through Friday.
- 3. Upon agreement between the employee and supervisor, the employee may take scheduled compensatory days off in place of overtime pay as provided in 1. and 2. above. The compensatory days will be equivalent to the overtime hours that would have been paid, not worked.
- 4. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for, at overtime rates under one provision, shall not be counted as hours worked in determining overtime under the same or any other provision.
- 5. An employee called back to work, or called in to work on a Saturday, Sunday, holiday, or approved leave day for assigned overtime, shall be guaranteed two and one half (2 1/2) hours of work.
- 6. Food Service employees shall be paid at the rate of time and one-half for the hours worked, when asked to report for work after kitchen closing hours, regardless of the number of hours worked in the daily schedule.

ARTICLE VII - WORKING CONDITIONS (continued)

- H. Overtime hours for the purpose of this agreement are those hours worked in excess of the regularly scheduled assignments.
1. Overtime will be scheduled by the Board.
 2. All employees will work overtime when asked, unless they have a reasonable and valid excuse.
 3. The Board of Education will use only those employees permanently employed by the Board, and within their appropriate department, to work after school and weekend activities.
 4. Scheduled overtime hours shall be divided as equally as possible among employees in a building. An up-to-date list, showing all overtime hours, will be posted each pay period by the head custodian or the bargaining unit representative.
 5.
 - a. Whenever overtime is required, the person with the least number of overtime hours in the location will be called, and so on down the list, in an attempt to equalize the overtime hours. Employees who work less than eight (8) hours per day schedules shall be granted overtime in the location to which they are assigned on a pro rata basis.
 - b. In the event no employee within the location is able to work the overtime according to H.2. above, the following procedure will occur:
 - 1) Department Group 2 employees who have volunteered for a "District Department Group 2 Overtime Pool" may be assigned the overtime by the District provided they are capable of performing the work. Hours worked by "pool" members will not be charged to the employee when overtime is equalized at his/her location. If no substitute is assigned by the District from the "pool", then the procedure in Article VII. H.5.b.2) will be followed.
 - 2) The overtime will be assigned to the least senior employee in rotation, at that location, who is capable of performing the work.
 - c. Employees who are scheduled to work by the District, during a permit which they are entitled to by overtime rotation, shall be allowed to break their shift, perform the overtime, and extend their shift for the number of hours allowed for the permit.
 6. For the purpose of this clause, time not worked because the employee, when contact was unavailable, will be charged only the number of overtime hours paid to the individual employee who performed the work.
 7. Overtime hours will be computed from July 1 through June 30 and each year thereafter. All employees will start with zero (0) hours overtime each July 1.

ARTICLE VII - WORKING CONDITIONS (continued)

- H. 8. Employees that have changed classifications or buildings, will be charged with the highest number of overtime hours that exist in the new classification or building on the day he/she was assigned.
9. Employees transferred into, or rehired into, and newly-hired into the bargaining unit shall be posted for overtime, one (1) hour over the highest hour employee in the classification or building.
10. When overtime is necessitated by an emergency situation, those provisions of Article VII.H.5. shall not apply.
11. In the event an employee is improperly denied overtime, he/she shall be entitled to the next overtime opportunity within his/her building. In the event an employee is improperly denied overtime and a nonunit (substitute) employee was paid overtime, the improperly denied employee will be paid the amount he/she would have received had he/she worked the overtime assignment.
- I. An employee, unless otherwise notified by the Board, who reports for work on his/her regularly assigned shift and is informed by the management that work is not available for such employee, shall receive not less than two and one-half (2 1/2) hours of work, or two and one-half (2 1/2) hours pay, at his/her hourly rate, provided, however, that such employee shall be required to do any work assigned to him/her during the said two and one-half (2 1/2) hour period. Notification by the Board not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes or other conditions beyond the control of the Board, with the exception of the conditions outlined in Article VII.M. Employees who are absent so that proper notice cannot be given them while at work, have as their own responsibility the checking of the necessity for reporting. Should they report for work, the Board shall not be obligated under this section.
- J. The District will endeavor to move up a custodian to replace an absent head or assistant head custodian. In any event, the District will endeavor not to replace head or assistant head custodians with substitutes.
- K. The parties to the Contract agree that no employee should be required to work on a job that is dangerous to his/her safety or health.
- L. Nothing in this Agreement shall limit in any way the right of supervisors to perform bargaining unit work, providing it does not deprive regular employees of their normal and/or overtime hours of work.
- M. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or other Acts of God. In those instances, when the administration closes schools because of severe, inclement weather, the following procedures will apply:
1. Other Than Food Service Employees:
 - a. All employees are expected to report for work on time and work their normal amount of hours. Custodians will begin their eight (8) hour shift at noon. If they are unable to report at noon, they will report for their regularly scheduled shift. Maintenance

ARTICLE VII - WORKING CONDITIONS (continued)

- M. 1. a. employees, secondary head and assistant head custodians will maintain regular schedules unless a supervisor grants individual exceptions. On the first inclement weather day of a school year, an employee who is unable to report for work will be compensated. Those employees who are able to report for work on the first day of the first two (2) occurrences when school is closed due to the inclement weather, will be paid time and one-half. In the event less than forty-five (45) custodial/maintenance employees report by noon, the District will call in inverse seniority order to notify them that they are required to report. Employees who do not report or do not respond to the call will be charged a personal leave day, a vacation day, or a day without pay, at the employee's choice. If the employee chooses to be charged a day without pay, the day will be exempt from consideration in Article VIII.B.9. The District reserves the right to reassign employees to other buildings as needed.
- b. Following the first day that school is closed due to an Act of God or inclement weather in any school year, employees will be expected to report, and in the event they are unable to report, they will be allowed to take a personal leave or vacation day. In the event they do not have a vacation or personal leave day available, they will be allowed to use a sick day.
- c. In the event they have no sick days, the day without pay taken will be exempt from consideration in Article VIII.B.9.
2. Food Service Employees: Food service employees are not to report to work in the event school is closed due to an Act of God or inclement weather, unless asked to do so by the Supervisor. Any food service employee who is asked to report for and works during the days school is closed will be paid time and one half. When school is cancelled, food service employees will not suffer a loss of pay. If school is rescheduled for students, food service employees will be required to work the additional days scheduled without pay.
- N. The Board will continue to provide rest areas and rest rooms for employees' use.
- O. The Board will provide first aid supplies in designated areas of each building.
- P. Nondiscrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination including, but not limited to, age, sex, marital status, race, color, creed, national origin, political affiliation, or Association activity. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement.
- Q. Board policies governing working conditions will continue in effect, provided said policies do not conflict with the expressed terms of this Agreement, and a copy of the Board policy handbook and subsequent revisions will be delivered to the Association President.

ARTICLE VII - WORKING CONDITIONS (continued)

- R. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions.
1. Participation by the employee is voluntary.
 2. Participation or nonparticipation shall not be used as a criterion for evaluation, discipline, or discharge.
 3. The Master Agreement may not be modified in whole or in part except by mutual, written agreement by the Association and the Board.
- S. The Association recognizes the authority of the Building Principal to direct the work of the CMC employees assigned to their building. Discipline of employees will continue to be administered by the supervisor.

ARTICLE VIII - LEAVES OF ABSENCE

- A. Long Term Leaves of Absence: The following shall constitute the policy governing long term leaves of absence granted to employees. It shall be the policy of the Board to grant long term leaves of absence for the following reasons: medical, child rearing, military, elective public office, Association office, and personal. All requests for long term leaves of absence must be submitted in writing. All approvals of long term leaves of absence shall be in written form.

All long term leaves of absence shall be subject to the following provisions:

1. Eligibility for any long term leave of absence will require a minimum of one (1) year of employment by the school district immediately prior to such leave of absence with the exception of a medical leave or military leave. Time spent during the initial year of employment on a medical or military leave will not be considered as part of the employees' probationary period.
2. Upon application by an employee, ten (10) work days prior to a long term leave of absence, long term leaves of absence will be granted for the remainder of a contract year or a contract year.
3. An extension of a long term leave of absence for one (1) year will be granted by the department group supervisor. Another extension of a leave of absence may be granted by the department group supervisor.
4. While an employee is granted a long term leave of absence, he/she shall retain the following employment rights held before such leave was granted:
 - a. The same level of experience on the salary schedule.
 - b. Unused sick leave held at the start of the leave of absence.
 - c. Accrual of seniority shall be granted for all long term leaves granted under this article other than a personal leave.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- A. 5. An employee on a long term leave of absence must give written notice to the appropriate supervisor not less than ten (10) work days prior to the date the leave expires, of his/her intention to return or resign, and failure to furnish such notice shall constitute a notice of resignation.
6. An employee returning from a long term leave of absence, other than a medical or military leave, will be considered an applicant for any vacancies occurring following the conclusion of their leave of absence.
- a. An employee may choose not to accept a vacancy.
 - b. Acceptance of a vacancy does not prevent the employee from immediately applying for other vacancies.
 - c. An employee who applies for and receives more than one vacancy may choose the position he/she wishes to fill.
7. Long term leaves of absence will also be governed by the following provisions:
- a. 1) Medical Leave: In the event of extended illness or injury of an employee, and upon certification by a physician, a medical leave without pay or fringe benefits will be granted upon written request for the period of a contract year or the remainder of a contract year. At the conclusion of a medical leave, the employee must either return or resign unless a special extension is granted according to Article VIII.A.3. The notice of intention to return to duty after a medical leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his/her duties. Once during a long term medical leave, for the remainder of a contract year or a contract year, upon a doctor's certification, an employee may return to work at any time and exercise the procedures in Article VIII.A.7.a.2).
 - 2) An employee returning from a long term medical leave of absence will return to the first vacancy in the classification position held at the time of their leave of absence. In the event the employee turns down the first vacancy in the classification position held at the time of their leave, the District will have no further obligations to the employee. If a vacancy does not exist in the employee's classification position at the time of his/her return from a long term leave of absence, he/she will be entitled to the position of the least senior custodian or kitchen helper at the returning employee's current hourly classification rate and hours of pay for the position held at the time of the long term leave. The returning employee can then work in the least senior position until the first vacancy in their

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- A. 7. a. 2) previous classification occurs. The employee will be assigned to this first vacancy, unless he/she chooses to remain in this least senior position. If he/she chooses to remain in this least senior position, his/her hours and rate of pay will revert to the hours and rate of pay of the least senior position. After which the returning employee may also choose to apply for other vacancies. In the event the returning employee is selected for and accepts a vacancy other than his/her previous position, the District's obligation to provide the first vacancy in his/her previous classification position will be waived.
- b. Child Rearing Leave: A child rearing leave without pay or fringe benefits will be granted to an employee during a contract year or following maternity disability for a period of a contract year or the remainder of a contract year.
- c. Military Leave: Any employee covered by the salary schedule, who terminates employment in the School District to perform service in the armed forces of the United States, is entitled to return according to Article VIII.A.7.a.2)., 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/she is honorably discharged from the armed forces.
 - 3) He/she applies for reemployment within ninety (90) days after discharge, or from hospitalization continuing after discharge for a period of one (1) year.
 - 4) He/she is still qualified to perform the duties of the position.
 - 5) 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 service in the armed forces.
- d. Association Elective Office: A member of the bargaining unit elected or appointed to a full-time position or office in a state or national office in the Association, shall be granted a leave, without pay or fringe benefits. A further extension of a leave of absence shall be granted, if required by a single term of office being served. Further extensions may be granted, upon request, should the employee be elected to serve beyond their original term of office.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- A. 7. e. Elective Public Office Leave: The Board will grant a leave of absence, without pay or fringe benefits, to any member of the unit to campaign for elective public office for himself/herself or to serve in such office. A further extension of this leave of absence shall be granted, if required by a single term of office being served.
- f. Personal Leave: A personal leave of absence without pay or fringe benefits or accrual of seniority will be granted for the period of a contract year or the remainder of a contract year.
- g. Adoption/Guardian Leave:
 - 1) An adoption/guardian leave, without pay or fringe benefits, will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court awarding custody of the child.
 - 2) The leave may be for the remainder of a contract year or for a contract year.

B. Short Term Leaves of Absence

1. Sick Leave

- a. All employees regularly employed for either the school year or the calendar year, who are absent from duty because of personal illness shall be allowed annual sick leave, with full pay, at the rate of one (1) day for each month of active service, up to a maximum of nine (9) per year cumulative to a total of two hundred twenty (220) days.
- b. Employees may use their annual and cumulative sick leave for the following reasons:
 - 1) Personal illness
 - 2) Illness in the immediate family as defined in d. below.
 - 3) Maternity disability
 - 4) Religious holidays
 - 5) Funeral leave as defined in B.7.
- c. Employees who do not have sufficient sick days in their bank to cover an illness and have a pay deduction resulting therefrom, will not be reimbursed.
- d. Immediate family shall be interpreted as: husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, and the employee's spouse's mother, father, brother, sister, grandparent, or grandchild, foster child living in the home, legal guardian or an IRS dependent living in the home.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- B. 1. e. 1) Any employee not utilizing any leave days for illness within any contract year shall be granted two (2) additional vacation days.
- 2) Any employee not utilizing any sick leave days and also not utilizing any personal leave days within a contract year, shall receive one (1) vacation day in addition to the two (2) vacation days received in e.1) above.
- f. Each payroll check will show the number of accumulated sick leave and personal leave days as well as the number of those days used in that pay period.
- g. Active service shall mean working at least one-half (1/2) of the work days in a month.
- h. The Board may, at its discretion require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in the loss of four (4) or more consecutive work days.
- i. 1) During each contract year, the position of an employee who is absent due to extended illness or injury will not be posted and the employee will receive full pay and fringe benefits for the period of time covered by his/her sick and personal leave day banks.
- 2) a) Upon written application, an employee may use a maximum of one hundred twenty (120) calendar days in a contract year for a short term medical leave due to extended illness or injury. If the employee does not use all one hundred twenty (120) days of the leave, he/she may use the remaining days for a second short term medical leave later in the contract year. During this period of time, the employee's fringe benefits will continue to be paid and upon doctor's certification he/she may return to work at any time. If at the conclusion of the one hundred twenty (120) calendar day period this employee is unable to return to work, he/she will be placed on a medical leave for the remainder of the contract year.
- b) An employee, on either a first or second short-term medical leave during a contract year who returns to work and then suffers a relapse within five work days, will be allowed to return to his/her original short term medical leave status.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

B. 1. i. 3) An employee may elect to save a portion or none of his/her sick bank prior to taking a short term medical leave. At the conclusion of using elected sick leave days and one hundred twenty (120) calendar days, the employee may:

a) Return to work.

b) Elect to use the remainder of their sick bank days. Following the exhaustion of their sick bank, they will either return to work or be placed on a medical leave.

c) Elect to be placed on a long term medical leave.

4) An employee will receive medical care coverage for a total of six (6) months of time spent on a short and/or long term medical leave of absence. This benefit may be exercised only once in each twelve (12) month period.

5) The position of an employee who is on a short term medical leave will not be posted.

2. Personal Leave Day Policy: Employees shall be granted four (4) days of personal leave per year with full pay at the straight time rate provided:

a. Written notification for such leave shall be made at least five (5) days in advance if possible.

b. All letters of application for personal leave days will be submitted by operations and maintenance personnel to the supervisor of maintenance and operations, and by other bargaining unit members to their supervisor.

c. 1) These days may be taken immediately preceding or following a holiday or vacation.

2) When scheduling personal leave days before or after a holiday, it is agreed that the District may limit the total number of cafeteria employees utilizing personal leave days as follows: No more than five (5) cafeteria employees and no more than one (1) per kitchen may be absent on any such day.

3) During the month of September, cafeteria employees may notify the supervisor that they would like to use a personal leave day the day before or after a holiday. On October 1, or the first work day thereafter, the supervisor, in seniority order, will notify the cafeteria employees who may take such a day as provided in c.2. above. After October 1, approval will be granted on a "first come" basis.

d. This policy does provide for those days not being used as personal leave in any one year to be transferred to the accumulative sick leave bank for use as sick leave.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

B. 2. e. Employees hired by the District after September 1 will receive a portion of the appropriate personal leave days according to the following schedule:

- 1) Hired prior to November 1: 4 days
- 2) Hired prior to January 1: 3 days
- 3) Hired prior to March 1: 2 days
- 4) Hired prior to May 1: 1 day

3. Jury Duty and Court Subpoena: A leave of absence shall be granted to an employee called for jury service, or jury interview, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid by the court. The employer will pay the employee the difference between any compensation received and his/her regular pay, when the employee is subpoenaed to appear before a court or other legal body other than as the defendant or complainant. Payment will be made only for jury duty and interview service completed during the employee's work hours. It will be the responsibility of the employee to turn in funds received for jury duty or the interview to the payroll department, or to make arrangements to have the difference owed by the District paid to them.
4. Classes: Except as provided in Article VI.A.13, employees who are required by the District to attend inservice training programs and related classes outside of their scheduled work hours, shall be paid their regular, straight-time rate for the hours spent at such programs and classes along with expenses approved by the department group supervisor.
5. Association Conferences/Conventions: Any employee being selected as a delegate to any Association convention or conference necessitating a temporary leave of absence, shall be allowed time off for the convention, providing the employee has unused vacation time for that year and, providing the time off taken is deducted from the employee's vacation allowance under Article VI. The employee shall have the option of attending the convention or conference without pay and retaining their vacation days or the employee may use his/her vacation days.
6. Court Appearances: A leave of absence will be granted for a required court appearance as a nonparty witness in a case incident to his/her employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal straight-time daily rate and the witness fee paid by the court, if any, provided further that the employee is required by law to appear. It will be the responsibility of the employee to turn in funds received for court appearances to the payroll department or to make arrangements to have the difference owed by the District paid to them.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

B. 7. Funeral Leave: If a death occurs among members of an employee's immediate family, (defined below), the employee will be granted three (3) days leave, with pay, for the funeral. Upon request, two (2) additional days may be granted, deducted from the employee's sick or personal leave day bank, with the approval of the supervisor. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchild, foster child living in the home, legal guardian or IRS dependent living in the home and the corresponding relatives of the employee's spouse. The employee shall be entitled to one (1) day leave for the death of any other relative. Upon request, two (2) additional days may be granted, deducted from the employee's sick or personal leave day bank, with the approval of the supervisor.

8. Adoption/Guardian Leave:

- a. An unpaid leave of up to four weeks will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court.
- b. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave. The employee's job will not be posted during this short term leave.
- c. During the leave, the Board will continue to provide the fringe benefits found in Article VI.

9. Time Off Without Pay - Five-Day Clause.

- a. In the event an employee is absent more than five (5) days without pay in any one contract year, they will be sent a warning notice by the District. In the event an employee is subsequently absent for an additional five (5) days in a contract year without pay, they will no longer be considered an employee of the District.
- b. The first warning notice sent to an employee will not be considered if an employee in the contract year following the warning notice is not absent without pay.
- c. Paragraph 8.a. and 8.b. above shall not apply to an employee absent due to extended illness or injury prior to a medical leave in Article VIII.B.1.i. or an employee who has been granted time off with the written approval of the supervisor.

ARTICLE IX - VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS

- A. A promotion is an upward change in a job within the bargaining unit which results in additional compensation per hour.
- B. A transfer is a lateral change within an hourly rated classification where there is no additional or increase in compensation per hour.

ARTICLE IX - VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS (continued)

- C. A demotion is a transfer to a position which results in a decrease in compensation per hour.
- D. The District will determine when a vacancy exists in the bargaining unit as soon as possible and follow these procedures:
1. The posting of the vacancy for ten (10) work days will set forth the title of the job, the qualifications required for the job, the shift for the job, and the rate of pay for the job.
 2. A copy will be sent to the appropriate persons for posting. In addition, a copy of the posting will be sent to each Association president.
 3. Any bid received after the expiration date stated on the notice posted shall not be considered in filling the vacancy.
 4. Bids for the vacancy will be accepted from employees in writing either by hand delivery or U.S. mail.
 5. The District will fill the vacancy within thirty (30) calendar days of the posting date.
 6. All cafeteria personnel shall have their regular work hours posted. If there are any additional hours to be added, the Association shall be notified and the new hours will be put up for bid. If the additional time is of a duration of less than thirty (30) minutes, it need not be posted. If the time is thirty (30) minutes or more, the position will be posted. However, if such posting causes the displacement of an employee, the displaced employee will automatically be granted the position vacated by the successful bidder.
- E. When two or more employees apply for a vacancy, an employee who has received disciplinary time off for contractual or work rule violations during the past year will be disqualified from receiving the vacancy.
- F.
1. Vacancies shall be filled on the basis of the senior employee who is qualified to perform the job. Qualifications will be determined by the posting and a physical demonstration of the basic work which would be performed. Employees who pass the physical test shall be given a written examination with questions relative to the work which would be performed.
 2. A passing score on both the physical and written test will be seventy (70) percent.
 3. Custodial and kitchen helper vacancies will not require testing.
 4. All testing for vacancies will occur prior to placement in the posted position. The Association president will be notified of the date and time of testing for present bargaining unit members or prospective employees. The Association president or a representative outlined in Article III.M.1. will be entitled to be present during all testing.

ARTICLE IX - VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS (continued)

F. 5. Employees who have made application for a vacancy and who have been denied such vacancy shall be given the reason for such denial, provided they have greater seniority than the employee who received the vacancy.

6. All employees will be allowed to apply for vacancies that will result in promotions. Any employee who applies for a vacancy and receives a lateral transfer or a demotion will not be eligible for further transfers or demotions for a period of one (1) year. The only exception to this one (1) year rule shall be where there is a mutual agreement between the Board, the Association, and the employee.

G. Trial Period and Return to Previous Position:

1. In the event a person who has received a vacancy also receives a promotion, they will have thirty (30) calendar days in which to qualify in such position (not including summer work - if position is in a school building). An employee who has received a vacancy and promotion will receive the classification rate according to his/her seniority date during the thirty (30) calendar day trial period.

2. If at any time, however, during the trial period, as provided in Section G.1. above, the District believes the employee who has received a promotion is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former job. If the employee, who has received a promotion, decides not to stay on the new job, he/she shall be returned to his/her former job if he/she makes such request within thirty (30) calendar days. In such cases, the restriction in G.4. will apply.

3. Following the employee's request, the District will have the final decision on whether to return an employee, who has received a vacancy resulting in a transfer or demotion, to their previous position, after consideration of the facts surrounding the employee's request by Association and District representatives. In such cases, the restriction in G.4. will apply. However, if an employee makes a request prior to the expiration of the posting of his/her previous position, he/she will be allowed to return.

4. Following the expiration of the posting of his/her previous position, it is understood that an employee who receives a vacancy (promotion, lateral transfer or demotion) may have to return to their previous position as a result of either District action or an employee's request under the provisions of G.2. and G.3. above. It is further understood that the employee may not apply for the same classification for a period of one (1) year. However, if the employee returns prior to the expiration of the posting of his/her previous position, he/she will be allowed to return without this one year restriction.

ARTICLE IX - VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS (continued)

- H. Exchanging of cleaning areas with other employees will not be permitted on a permanent basis unless approved by the Association and District.
- I. The Board will have the right to assign employees to work in other classifications as considered necessary by the Board to facilitate operations, up to a period of thirty (30) calendar days or the length of a temporary medical leave approved according to Article VIII.B.1.i. The rate of pay for such assignments will be in accordance with Appendix A. At the expiration of such assignment, the employee shall be returned to his/her former status. This section shall not be used to avoid filling a permanent opening.
- J. In the best interest of the employee and the District, the District may approach the Association to request the transfer of the employee to an existing vacancy. Prior to the transfer being made, consent must be given by the Association and the employee involved. It is understood that said transfer may not in any way be construed as disciplinary action.

ARTICLE X - SPECIAL CONFERENCES

- A. There shall be established under this Article a closed forum, hereinafter called "special conference", for the purpose of improving the employer-employee relationship. Special conferences will be used to resolve problems not covered by the contract and will not be considered negotiation sessions.
- B. Special conferences will be arranged between the Association president and the Board or its designated representatives, by mutual consent of the parties: Such conferences shall include up to three (3) representatives of the Association, including a Uniserv representative, and up to three (3) representatives of the Board. Arrangements for the conference shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at special conferences shall be confined to those included in the agenda. If the special conferences take place during any employee's working hours, he/she shall not lose time or pay for reasonable time, not to exceed two (2) hours, spent in such conferences. Preferably, however, special conferences will be scheduled during nonworking time.

ARTICLE XI - RESIGNATION AND RETIREMENT

- A. When an employee desires to terminate his/her employment, there must be at least ten (10) work days written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of reemployment, such employees shall be considered as new employees except as provided in Article V.B.9.
- B. Failure to comply with the above requirement shall mean forfeiture of any and all benefits.

ARTICLE XI - RESIGNATION AND RETIREMENT (continued)

- C. Any employee who discontinues services with proper notice will have the right to earned vacation time according to Article VI. Unearned sick and personal leave time which has been used will be deducted from the employee's final check. Any additional payments or deductions will also be made in the final check. A tax spread will be applied to any amounts received according to this Article.
- D. All employees of the bargaining unit will be retired mandatorily according to applicable state or federal law.
- E. Upon ratification of this contract, a retiring employee will receive the following amount per day of accumulated sick leave: Eighteen dollars and seventy-six cents (\$18.76) for 1992-93, nineteen dollars and fifty-one cents (\$19.51) for 1993-94, twenty dollars and twenty-nine cents (\$20.29) for 1994-95, twenty dollars and seventy cents (\$20.70) for 1995-96, twenty-one dollars and eleven cents (\$21.11) for 1996-97, and twenty-one dollars and fifty-three cents (\$21.53) for 1997-98. This amount will be increased each year by the same percentage increase as is applied to the salary schedule. Eligibility for the benefit will be based on:
 - 1. Five (5) years of service to the District and attaining age sixty (60) or;
 - 2. Fifteen (15) years of service to the District and attaining the age of fifty-five (55).
 - 3. Five (5) years of service to the District and qualification for retirement under the Michigan Public School Employees Retirement System.
 - 4. Employees who retire from the District following a long term illness will be paid a retirement benefit based on the number of sick leave days in their bank at the time the illness began.

ARTICLE XII - GRIEVANCE PROCEDURE

- A.
 - 1. A grievance is defined as an alleged violation of a specific article and section of this Agreement.
 - 2. A grievant is either:
 - a. An individual employee, or
 - b. The Association, if it claims that a right specifically granted to the Association in the Agreement has been violated, or if three (3) or more employees are directly affected. The Board will accept an Association grievance which directly affects three (3) or more employees provided the employees are identified by name in the grievance.

ARTICLE XII - GRIEVANCE PROCEDURE (continued)

- B. All time limits in Article XII shall consist of regular work days, Monday through Friday. The tolling date for all responses/appeals of grievances at each level will begin the day following receipt of the response/appeal. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. In the event of default by the Board, the remedy requested by the grievance shall be granted. In the event of default by the grievant, the grievant loses the right to process the grievance further. However, default will not mean acceptance of either party's last written position.
- C. Any employee having a grievance will discuss the grievance with his/her principal or supervisor first in order to resolve the grievance informally. An Association representative will be present, if requested by the employee. If the grievance is resolved informally, the resolution may be placed in written form at the request of either party.
- D. In the event the grievance is not resolved informally, the following procedure shall be followed:
1. Step 1:
 - a. The grievance shall be reduced to writing within fifteen (15) work days after the occurrence of the alleged contract violation and signed by the aggrieved employee or the Association.
 - b. The written grievance shall name the employee or employees involved and will state the facts regarding: 1) approximate dates and times giving rise to the alleged violation, 2) identification of the provisions of the contract that have been violated, 3) an explanation of how the stated provisions of the contract have been violated, and 4) indicate the relief requested by the employee and/or Association.
 - c. The written grievance shall then be presented to the building principal or when applicable to the appropriate department group supervisor. The District representative shall then have ten (10) days to give his/her answer in writing to the employee and/or Association. The District representative shall also have the option of holding a hearing within the ten (10) day limit.
 - d. In the event a hearing is held the following persons may be present at the hearing: The employee, up to two (2) Association representatives, and such representatives of Administration as necessary.
 - e. It is expressly understood that the employee and the Association are to receive a written answer to Step 1 in ten (10) days of its filing date.

ARTICLE XII - GRIEVANCE PROCEDURE (continued)

D. 2. Step 2:

- a. In the event the employee and/or the Association are not satisfied with the disposition of the grievance at Step 1, within ten (10) days after the date of the Step 1 answer, the employee and/or Association may appeal the grievance to the District Employee Relations Office. Such appeals shall be in writing.
- b. Within ten (10) days, the Assistant Superintendent/Staff and Community Services shall present the employee and/or Association Representatives with a written answer.
- c. The Assistant Superintendent/Staff and Community Services shall have the option of holding a hearing and issuing a written decision within the ten (10) day period.

3. Step 3:

- a. If the alleged grievance is not settled at Step 2, it may be appealed, in writing, to the Superintendent or his/her designee, within ten (10) days after the Step 2 answer. Such appeal shall be in writing and will contain the grievance, Step 2 decision and the reason why the appeal is being made.
- b. The Superintendent shall review the grievance and respond in writing to the grievant and the Association within ten (10) days after receipt of the appeal.

4. Step 4:

- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this Agreement, only the Association may, within fifteen (15) days after the decision at Step 3 is rendered, submit the grievance to arbitration by filing with the American Arbitration Association.
- b. The submission to arbitration shall contain a statement of the issues to be arbitrated, referenced to the specific article and section allegedly violated, and an explanation of how the specific articles and sections of the contract have been violated.
- c. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

ARTICLE XII - GRIEVANCE PROCEDURE (continued)

- D. 4. d. It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision, in writing, and set forth his/her findings of fact, reasoning, and conclusions of the issues submitted:
- 1) The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) He/she shall have no power to rule on those matters previously exempted from the grievance procedure.
- e. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.
- f. The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements of proof are submitted to him/her.
- g. The filing 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, other than the Association president and grievant who will not lose time nor pay, called by the other.
- E. Claims for back pay shall not exceed fifteen (15) 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.
- F. 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.
- G. Any written agreement reached between the Board and the Association is binding on all employees affected and cannot be changed by an individual.
- H. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to Step 3, the parties may, by mutual written agreement at Step 3, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step 3, while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances held at Step 3.

ARTICLE XIII - GRIEVANCE PROCEDURE (continued)

- I. Nothing contained in this article shall be construed as limiting the right of an employee having a grievance to discussing and having it resolved with the employer, provided the Association is given the opportunity to be present at the grievance hearing and the written decision of the District is not inconsistent with the terms of this Agreement.

ARTICLE XIII - NO STRIKE - NO LOCK-OUT

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

ARTICLE XIV - MISCELLANEOUS PROPOSALS

- A. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. During the term of this Agreement, it is mutually agreed that the parties meet at times mutually agreeable and with representatives mutually agreed to by both parties, to discuss the Maintenance-Operations Department classifications and prime assignments. Any changes made shall require the ratification of the Board and Association membership.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XIV - MISCELLANEOUS PROPOSALS - (continued)

- D. This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party, unless executed in writing by the parties hereto.
- E. Copies of the complete Agreement shall be printed at the expense of the Board. One (1) copy shall be given to each employee presently employed; new employees shall receive a copy at the time of employment, plus fifty (50) copies to the Association.

ARTICLE XV - TRAINING

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

ARTICLE XVI - DURATION OF AGREEMENT

- A. 1. The provisions of the Agreement shall become effective upon ratification of both parties and shall continue in full force and effect to, and including, June 30, 1998 with the exception of Appendices A. - F. and Article XI B. which will be retroactive to July 1, 1992 for all bargaining unit members, including those members who have retired or taken a leave of absence.
2. In the event either party wishes to terminate this Agreement, or modify or amend any article or clause hereof, then notice to that effect shall be given, in writing, to the other party on or before March 1, 1998.
- B. If any negotiations described in Section A., above, reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed.
- C. In witness thereof, the Association and the Board have caused this Agreement to be executed in their names by their authorized representatives, the day and year first written above.

FARMINGTON CMC-MEA-NEA

BY: *Diane Pace-Larabee*
Diane Pace-Larabee, President

BY: *James Pearce, Jr.*
James Pearce, Jr.

BY: *Susan C. Roe*
Susan C. Roe

BY: *Mary Verardi*
Mary Verardi

BY: *Zan Alley*
Zan Alley - Chief Spokesperson

FARMINGTON BOARD OF EDUCATION

BY: *Cathleen Webb*
Cathleen Webb, President

BY: *Joseph Svoke*
Joseph Svoke, Vice-President

BY: *C. Robert Maxfield*
C. Robert Maxfield, Superintendent

BY: *Susan H. Zurvalec*
Susan H. Zurvalec
Assistant Superintendent
for Staff and Community Services

APPENDIX A: 1992-93 HOURLY RATES

The straight time hourly wage rate shall be that listed in the schedule below, retroactive to July 1, 1992. New employees will be placed on the "after 1 year" schedule on their anniversary date.

Advancement along the steps of "after 5 years" and "after 10 years" of the salary schedule will be done on an annual basis on each July 1. Each employee will be credited with one full year for each year of service, except for those employees with less than nine months of service in a given year.

In addition the Board of Education will continue to contribute the five (5) percent employee contribution to the Michigan Public School Employees' Retirement System for each employee.

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>AFTER 1 YR</u>	<u>AFTER 5 YRS</u>	<u>AFTER 10 YRS</u>
<u>DEPT. GROUP #1</u>				
Cooking Manager	\$ 11.32	12.68	12.71	12.74
Satellite Managers	9.81	11.09	11.13	11.16
Cooks and Bakers	10.51	11.81	11.88	11.89
Kitchen Helpers	9.66	10.91	10.96	10.98
<u>DEPT. GROUP #2</u>				
Head Custodian - S.H.S.	12.96	14.84	14.87	14.89
Head Custodian - M.S.	12.76	14.67	14.70	14.75
Head Custodian - Elem. & Admin.	12.66	14.50	14.55	14.57
Asst. Head Cust. - S.H.S.	12.65	14.51	14.56	14.58
Asst. Head Cust. - M.S.	12.50	14.35	14.38	14.45
High School Utility	12.31	14.19	14.23	14.27
Maint.Oper Utility	12.31	14.19	14.23	14.27
Pool Utility	11.79	13.62	13.68	13.71
Custodian	11.73	13.54	13.57	13.61
Truck Driver	12.49	14.38	14.40	14.47
Ship/Rec Clerk/Driver	12.49	14.38	14.40	14.47
Heating & Ventilating	13.68	15.63	15.68	15.71
Ship/Rec Coordinator	13.12	15.46	15.51	15.55
Skilled Maint/Operations	13.25	15.16	15.20	15.23
Skilled Bldg/Trv/Maint.Oper.	13.25	15.16	15.20	15.23
Skilled Vech Maint. & Bus Mech.	13.25	15.16	15.20	15.23

Department Group #1 (Food Service) employees hired after the ratification date of this agreement will receive two dollars (\$2.00) per hour less than the amounts shown in the above "Probationary" and "After 1 year" columns. These employees will advance to the "After 5 years" rate on their fifth (5TH) anniversary date.

APPENDIX B: 1993-94 HOURLY RATES

The straight time hourly wage rate shall be that listed in the schedule below. New employees will be placed on the "after 1 year" schedule on their anniversary date.

Advancement along the steps of "after 5 years" and "after 10 years" of the salary schedule will be done on an annual basis on each July 1. Each employee will be credited with one full year for each year of service, except for those employees with less than nine months of service in a given year.

In addition the Board of Education will continue to contribute the five (5) percent employee contribution to the Michigan Public School Employees' Retirement System for each employee.

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>AFTER 1 YR</u>	<u>AFTER 5 YRS</u>	<u>AFTER 10 YRS</u>
<u>DEPT. GROUP #1</u>				
Cooking Manager	\$ 11.77	13.19	13.22	13.25
Satellite Managers	10.20	11.53	11.58	11.61
Cooks and Bakers	10.93	12.28	12.36	12.37
Kitchen Helpers	10.05	11.35	11.40	11.42
<u>DEPT. GROUP #2</u>				
Head Custodian - S.H.S.	13.48	15.43	15.46	15.49
Head Custodian - M.S.	13.27	15.26	15.29	15.34
Head Custodian - Elem. & Admin.	13.17	15.08	15.13	15.15
Asst. Head Cust. - S.H.S.	13.16	15.09	15.14	15.16
Asst. Head Cust. - M.S.	13.00	14.92	14.96	15.03
High School Utility	12.80	14.76	14.80	14.84
Maint.Oper Utility	12.80	14.76	14.80	14.84
Pool Utility	12.26	14.16	14.23	14.26
Custodian	12.20	14.08	14.11	14.15
Truck Driver	12.99	14.96	14.98	15.05
Ship/Rec Clerk/Driver	12.99	14.96	14.98	15.05
Heating & Ventilating	14.23	16.26	16.31	16.34
Ship/Rec Coordinator	13.64	16.08	16.13	16.17
Skilled Maint/Operations	13.78	15.77	15.81	15.84
Skilled Bldg/Trv/Maint.Oper.	13.78	15.77	15.81	15.84
Skilled Vech Maint. & Bus Mech.	13.78	15.77	15.81	15.84

Department Group #1 (Food Service) employees hired after the ratification date of this agreement will receive two dollars (\$2.00) per hour less than the amounts shown in the above "Probationary" and "After 1 year" columns. These employees will advance to the "After 5 years" rate on their fifth (5TH) anniversary date.

APPENDIX C: 1994-95 HOURLY RATES

The straight time hourly wage rate shall be that listed in the schedule below. New employees will be placed on the "after 1 year" schedule on their anniversary date.

Advancement along the steps of "after 5 years" and "after 10 years" of the salary schedule will be done on an annual basis on each July 1. Each employee will be credited with one full year for each year of service, except for those employees with less than nine months of service in a given year.

In addition the Board of Education will continue to contribute the five (5) percent employee contribution to the Michigan Public School Employees' Retirement System for each employee.

<u>CLASSIFICATION</u>	<u>PROBATIONARY RATE</u>	<u>AFTER 1 YR</u>	<u>AFTER 5 YRS</u>	<u>AFTER 10 YRS</u>
<u>DEPT. GROUP #1</u>				
Cooking Manager	\$ 12.24	13.72	13.75	13.78
Satellite Managers	10.61	11.99	12.04	12.07
Cooks and Bakers	11.37	12.77	12.85	12.86
Kitchen Helpers	10.45	11.80	11.86	11.88
<u>DEPT. GROUP #2</u>				
Head Custodian - S.H.S.	14.02	16.05	16.08	16.11
Head Custodian - M.S.	13.80	15.87	15.90	15.95
Head Custodian - Elem. & Admin.	13.70	15.68	15.74	15.76
Asst. Head Cust. - S.H.S.	13.69	15.69	15.75	15.77
Asst. Head Cust. - M.S.	13.52	15.52	15.56	15.63
High School Utility	13.31	15.35	15.39	15.43
Maint. Oper Utility	13.31	15.35	15.39	15.43
Pool Utility	12.75	14.73	14.80	14.83
Custodian	12.69	14.64	14.67	14.72
Truck Driver	13.51	15.56	15.58	15.65
Ship/Rec Clerk/Driver	13.51	15.56	15.58	15.65
Heating & Ventilating	14.80	16.91	16.96	16.99
Ship/Rec Coordinator	14.19	16.72	16.78	16.82
Skilled Maint/Operations	14.33	16.40	16.44	16.47
Skilled Bldg/Trv/Maint. Oper.	14.33	16.40	16.44	16.47
Skilled Vech Maint. & Bus Mech.	14.33	16.40	16.44	16.47

Department Group #1 (Food Service) employees hired after the ratification date of this agreement will receive two dollars (\$2.00) per hour less than the amounts shown in the above "Probationary" and "After 1 year" columns. These employees will advance to the "After 5 years" rate on their fifth (5TH) anniversary date.

APPENDIX D: 1995-96 HOURLY RATES

The straight time hourly wage rate shall be that listed in the schedule below. New employees will be placed on the "after 1 year" schedule on their anniversary date.

Advancement along the steps of "after 5 years" and "after 10 years" of the salary schedule will be done on an annual basis on each July 1. Each employee will be credited with one full year for each year of service, except for those employees with less than nine months of service in a given year.

In addition the Board of Education will continue to contribute the five (5) percent employee contribution to the Michigan Public School Employees' Retirement System for each employee.

Classification	*Probationary Rate	*After 1 Year	After 5 Years	After 10 Years
<u>Dept. Group #1</u>				
Cooking Manager	12.48	13.99	14.03	14.06
Satellite Managers	10.82	12.23	12.28	12.31
Cooks and Bakers	11.60	13.03	13.11	13.12
Kitchen Helpers	10.66	12.04	12.10	12.12
<u>Dept. Group #2</u>				
Head Custodian - H.S.	14.30	16.37	16.40	16.43
Head Custodian - M.S.	14.08	16.19	16.22	16.27
Head custodian - Elem and Admin.	13.97	15.99	16.05	16.08
Asst. Head Cust. H.S.	13.96	16.00	16.07	16.09
Asst. Head Cust. M.S.	13.79	15.83	15.87	15.94
High School Utility	13.58	15.66	15.70	15.74
Maint. Oper. Utility	13.58	15.66	15.70	15.74
Pool Utility	13.01	15.02	15.10	15.13
Custodian	12.94	14.93	14.96	15.01
Truck Driver	13.78	15.87	15.89	15.96
Ship/Rec. Clerk/Driver	13.78	15.87	15.89	15.96
Heating & Ventilating	15.10	17.25	17.30	17.33
Ship/Rec. Coordinator	14.47	17.05	17.12	17.16
Skilled Maint./Oper.	14.62	16.73	16.77	16.80
Skilled Bldg/Trv/Main	14.62	16.73	16.77	16.80
Skill Vech Main/Bus Mech	14.62	16.73	16.77	16.80

*DEPARTMENT GROUP #1 (FOOD SERVICE) EMPLOYEES HIRED AFTER JULY 1, 1992 WILL RECEIVE TWO DOLLARS (\$2.00) PER HOUR LESS THAN THE AMOUNTS SHOWN IN THE ABOVE PROBATIONARY AND AFTER 1 YEAR COLUMNS. THESE EMPLOYEES WILL ADVANCE TO THE AFTER 5 YEARS RATE ON THEIR FIFTH (5TH) ANNIVERSARY DATE.

APPENDIX E: 1996-97 HOURLY RATES

The straight time hourly wage rate shall be that listed in the schedule below. New employees will be placed on the "after 1 year" schedule on their anniversary date.

Advancement along the steps of "after 5 years" and "after 10 years" of the salary schedule will be done on an annual basis on each July 1. Each employee will be credited with one full year for each year of service, except for those employees with less than nine months of service in a given year.

In addition the Board of Education will continue to contribute the five (5) percent employee contribution to the Michigan Public School Employees' Retirement System for each employee.

Classification	*Probationary Rate	*After 1 Year	After 5 Years	After 10 Years
<u>Dept. Group #1</u>				
Cooking Manager	12.73	14.27	14.31	14.34
Satellite Managers	11.04	12.47	12.53	12.56
Cooks and Bakers	11.83	13.29	13.37	13.38
Kitchen Helpers	10.87	12.28	12.34	12.36
<u>Dept. Group #2</u>				
Head Custodian - H.S.	14.59	16.70	16.73	16.76
Head Custodian - M.S.	14.36	16.51	16.54	16.60
Head custodian - Elem and Admin.	14.25	16.31	16.37	16.40
Asst. Head Cust. H.S.	14.24	16.32	16.39	16.41
Asst. Head Cust. M.S.	14.07	16.15	16.19	16.26
High School Utility	13.85	15.97	16.01	16.05
Maint. Oper. Utility	13.85	15.97	16.01	16.05
Pool Utility	13.27	15.32	15.40	15.43
Custodian	13.20	15.23	15.26	15.31
Truck Driver	14.06	16.19	16.21	16.28
Ship/Rec. Clerk/Driver	14.06	16.19	16.21	16.28
Heating & Ventilating	15.40	17.60	17.65	17.68
Ship/Rec. Coordinator	14.76	17.39	17.46	17.50
Skilled Maint./Oper.	14.91	17.06	17.11	17.14
Skilled Bldg/Trv/Main	14.91	17.06	17.11	17.14
Skill Vech Main/Bus Mech	14.91	17.06	17.11	17.14

*DEPARTMENT GROUP #1 (FOOD SERVICE) EMPLOYEES HIRED AFTER JULY 1, 1992 WILL RECEIVE TWO DOLLARS (\$2.00) PER HOUR LESS THAN THE AMOUNTS SHOWN IN THE ABOVE PROBATIONARY AND AFTER 1 YEAR COLUMNS. THESE EMPLOYEES WILL ADVANCE TO THE AFTER 5 YEARS RATE ON THEIR FIFTH (5TH) ANNIVERSARY DATE.

APPENDIX F: 1997-98 HOURLY RATES

The straight time hourly wage rate shall be that listed in the schedule below. New employees will be placed on the "after 1 year" schedule on their anniversary date.

Advancement along the steps of "after 5 years" and "after 10 years" of the salary schedule will be done on an annual basis on each July 1. Each employee will be credited with one full year for each year of service, except for those employees with less than nine months of service in a given year.

In addition the Board of Education will continue to contribute the five (5) percent employee contribution to the Michigan Public School Employees' Retirement System for each employee.

Classification	*Probationary Rate	*After 1 Year	After 5 Years	After 10 Years
<u>Dept. Group #1</u>				
Cooking Manager	12.98	14.56	14.60	14.63
Satellite Managers	11.26	12.72	12.78	12.81
Cooks and Bakers	12.07	13.56	13.64	13.65
Kitchen Helpers	11.09	12.53	12.59	12.61
<u>Dept. Group #2</u>				
Head Custodian - H.S.	14.88	17.03	17.06	17.10
Head Custodian - M.S.	14.65	16.84	16.87	16.93
Head custodian - Elem and Admin.	14.54	16.64	16.70	16.73
Asst. Head Cust. H.S.	14.52	16.65	16.72	16.74
Asst. Head Cust. M.S.	14.35	16.47	16.51	16.59
High School Utility	14.13	16.29	16.33	16.37
Maint. Oper. Utility	14.13	16.29	16.33	16.37
Pool Utility	13.54	15.63	15.71	15.74
Custodian	13.46	15.53	15.57	15.62
Truck Driver	14.34	16.19	16.53	16.61
Ship/Rec. Clerk/Driver	14.34	16.19	16.53	16.61
Heating & Ventilating	15.71	17.95	18.00	18.03
Ship/Rec. Coordinator	15.06	17.74	17.81	17.85
Skilled Maint./Oper.	15.21	17.40	17.45	17.48
Skilled Bldg/Trv/Main	15.21	17.40	17.45	17.48
Skill Vech Main/Bus Mech	15.21	17.40	17.45	17.48

*DEPARTMENT GROUP #1 (FOOD SERVICE) EMPLOYEES HIRED AFTER JULY 1, 1992 WILL RECEIVE TWO DOLLARS (\$2.00) PER HOUR LESS THAN THE AMOUNTS SHOWN IN THE ABOVE PROBATIONARY AND AFTER 1 YEAR COLUMNS. THESE EMPLOYEES WILL ADVANCE TO THE AFTER 5 YEARS RATE ON THEIR FIFTH (5TH) ANNIVERSARY DATE.

APPENDIX G

MEMORANDUM OF UNDERSTANDING
between
FEA, ESP, CMC, FTA
and
FARMINGTON PUBLIC SCHOOLS

In the event the Board of Education adopts a policy which prohibits smoking throughout the school district; its facilities, grounds and vehicles, the following conditions will apply:

1. Implementation of the policy will not occur any earlier than six months after the Board passes the policy or July 1, 1993 whichever is later.
2. Recognizing the addictive properties of tobacco, the Board will make available to employees programs developed to promote the cessation of smoking.
3. This policy is issued in a sincere effort to help create a healthy environment. In the event violations of the Board policy occur, progressive disciplinary measures will be used by the Board in order to help the employee correct the behavior.

Za Ally
For the FEA, ESP, CMC, FTA

dated: 8/20/92

Susan H Zuvale
For the Farmington Public Schools

dated: 8/20/92

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