

6/30/98

MASTER CONTRACT

Between The

**FARMINGTON
BOARD OF EDUCATION**

And The

ESP, MEA/NEA

1992-1998

Farmington, Michigan

Farmington Public Schools

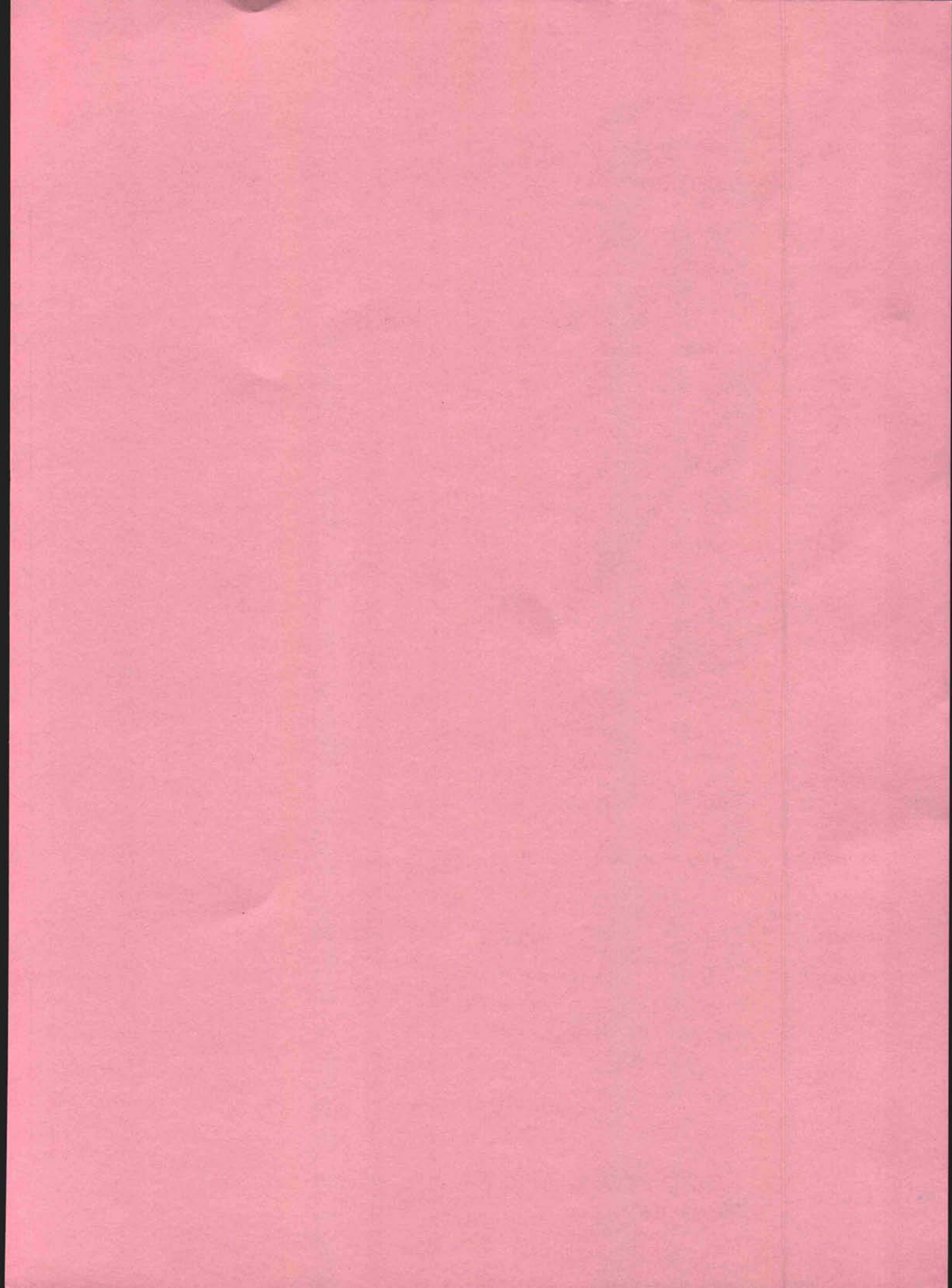
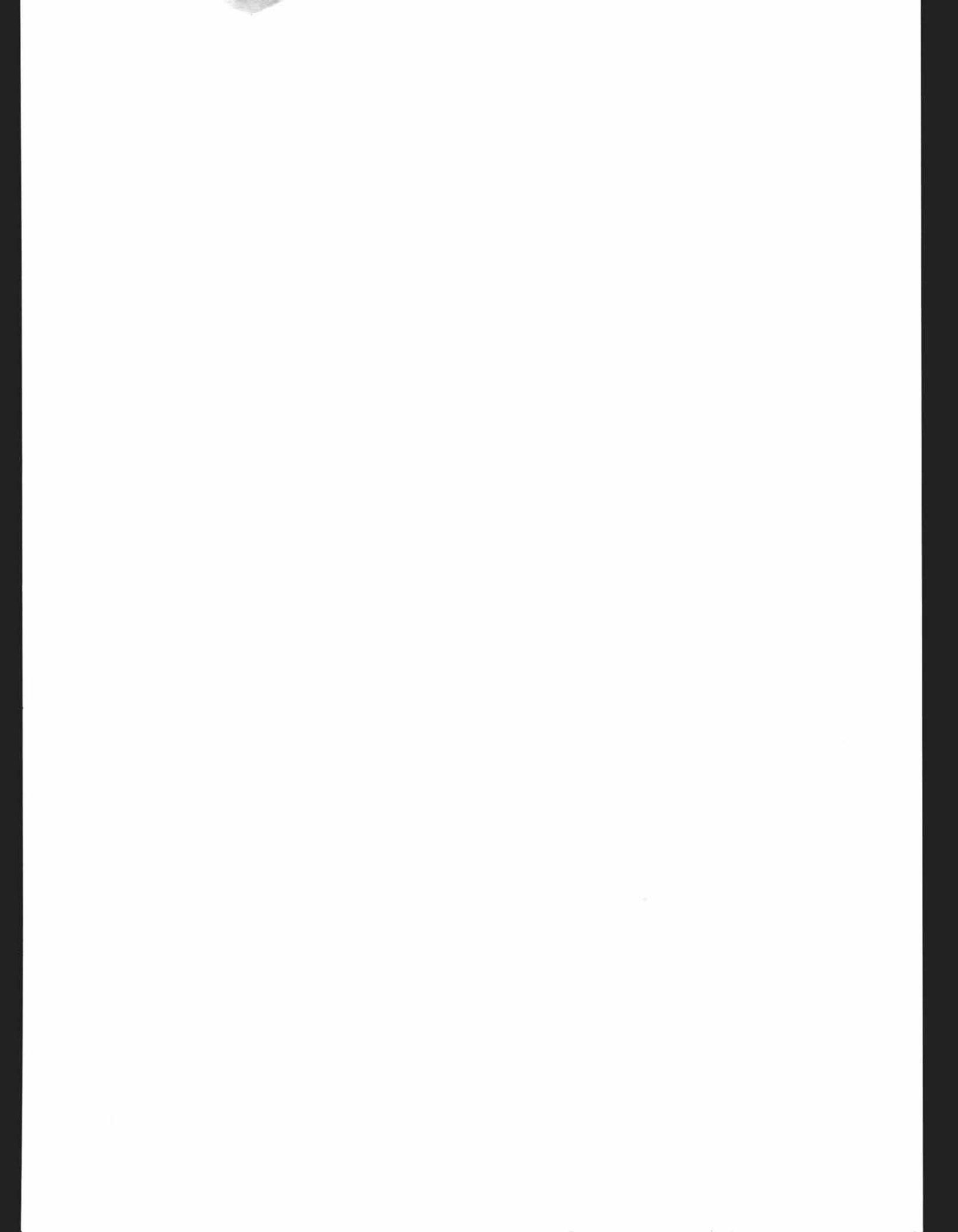


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This Agreement made and entered into on March 28, 1995 by and between the Board of Education of the Farmington Public School District, Oakland County, Michigan, party of the first part, hereinafter referred to as the "Board" and Farmington E.S.P., MEA/NEA, hereinafter referred to as the "Association", party of the second part.

PURPOSE

The parties hereto recognize they have a common responsibility beyond their collective bargaining relationship, and that the Farmington Public School District is a unit of government, subject to the laws of the State of Michigan as set forth in the "General School Laws of Michigan", and that the Board has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and the children therein.

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

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

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes Farmington ESP, MEA-NEA as the exclusive bargaining agent, as defined in Public Act 379, for all full time or less than full time employees in the following positions: office employees, special education paraprofessionals, special education program aides, teacher/office paraprofessionals, vocational education paraprofessionals, in-school suspension room paraprofessionals, bilingual paraprofessionals, career resources center technicians, certified occupational therapy assistants (C.O.T.A.), licensed practical nurses, and special education program assistants employed on a yearly basis, but excluding all supervisors, the secretary to the Superintendent of Schools and secretary to the Board of Education, the secretary to the Assistant Superintendent for Business/Finance/Operational Services, the secretary to the Assistant Superintendent for Instructional Services, the secretary to the Assistant Superintendent for Staff and Community Services or the secretary to the Administrator responsible for Labor Relations, the Employee Benefits Coordinator, noon supervisors, temporary employees who work less than thirty (30) days and substitute employees who work less than ninety (90) days in one assignment.
- B. Recognition Definitions
1. Full time employees: An employee who is regularly scheduled to work at least six (6) hours per day on a daily basis or at least thirty (30) hours per week.

ARTICLE I - Recognition (continued)

- B. 2. Less than full time employees: An employee who is regularly scheduled to work at least three (3) hours per day, but less than six (6) hours per day on a daily basis, or between fifteen (15) and thirty (30) hours per week.
- 3. Members on leave shall be governed by the provisions of this Agreement, unless otherwise specified in this Agreement, including the obligation to render dues or service charge under the provisions of Article II.A. and such members shall continue to be considered within the Bargaining Unit.

C. Temporary Employees

- 1. An additional inclusion in the bargaining unit will be an employee hired into a posted temporary position following ratification of the contract.
- 2. Temporary positions will be posted as soon as possible. An exception to this will be any temporary position whose duration the district believes to be only thirty (30) calendar days or less. If the duration of the position turns out to be longer than thirty (30) calendar days, the position will be posted immediately.
- 3. A person hired into a temporary bargaining unit position will have the responsibilities, rights and benefits of the contract with the exception of seniority. At the time of hire into a permanent posted position, the employee will be given an adjusted seniority date of hire in her/his classification position. They will receive credit for time spent as a temporary employee which will mean salary schedule advancement, vacation accrual, and adjusted seniority credit.
- 4. At the conclusion of a temporary position during a school year or at the end of a school year, as determined by the District, the employee will revert to substitute status.
- 5. A temporary employee who is currently working or who has not returned from substitute status for up to a period of 15 months will be offered a posted vacancy which they have applied and are qualified for, prior to any non-bargaining unit member being hired for the position. This paragraph will become effective for temporary employees hired into posted temporary positions following June 21, 1988.

D. Long Term Substitutes:

- 1. An additional inclusion in the Unit will be any employee who replaces a regular full time employee or less than full time employee who is absent due to illness or leave for more than ninety (90) calendar days.
- 2. After an employee has been in the long term substitute position for a period of ninety (90) calendar days, they will be considered a member of the unit with all responsibilities, rights, and benefits, except the accrual of seniority.

ARTICLE I - Recognition (continued)

- D. 3. They will receive credit for the time spent as a long term substitute. Credit for time spent as a long term substitute will be construed to mean salary schedule advancement, vacation accrual, and seniority. At the time of hire to a permanent posted position, the new employee will be given an adjusted seniority date of hire in their classification.

E. Terminating Positions

1. Positions which are not designed to supplement the work of a regular employee, but are rather regular positions which have a fixed termination date shall be subject to the posting requirements of the Master Agreement and shall be known as terminating positions.
2. Persons hired to fill these positions shall be considered regular employees with all rights and benefits of the Master Agreement including the provisions of Article V.

F. Probationary Employees

1. An employee will be regarded as a probationary employee for a period not to exceed the first one hundred twenty (120) calendar days of employment. Probationary employees may be laid off or discharged at the sole discretion of, and as exclusively determined by, the Board.
2. Effective their first day of employment, they will assume the duties and responsibilities of their position along with the responsibilities and benefits provided for in the Master Agreement. At the time of hire, the probationary employee will fill out proper payroll forms, including dues authorization and a Personnel Action Form, which will be initialed by the employee, indicating their agreement with salary step placement.

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

- H. Despite reference herein to the Board and the Association, as such, each reserves the right to act hereunder by committee, individual member, or designated representative.

ARTICLE II - PROCEDURES FOR DUES CHECKOFF - AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees, including members on leave, covered by this Agreement have the right to join, maintain, or terminate their membership in the Association. If an employee chooses not to join the Association, they will be responsible for payment of a service fee as established by the Association.

ARTICLE II - PROCEDURES FOR DUES CHECKOFF - AGENCY SHOP (continued)

- B. Employees covered by this bargaining unit shall on or before the thirtieth (30th) day following the beginning of their employment or the execution of the collective bargaining Agreement, whichever is later, as condition of employment or of continued employment, either:
1. Become a member of the Association; or
 2. Pay the Association a service fee not to exceed the dues of the Association
- C. For the life of this Agreement, the District agrees to deduct lawfully imposed periodic dues, service charges, or assessments for collective bargaining or contract administration purposes required by the Association, if authorized, from the employee's regular salary on a ten (10) month basis from September to June, provided:
1. A properly executed copy of an individual authorization for check-off of dues form for each employee for whom Association membership dues are to be deducted hereunder, shall be delivered to the Board before any payroll deductions are made.
 2. Authorization must be filed with the District's Business Office one (1) week prior to the second (2nd) scheduled pay day of the month the first deduction is to be made. The Association will be responsible for collecting any missed deductions for any authorizations filed after this deadline. The Personnel Office will fax a copy of the employee's personnel action form (PAF) to the Association office the day she/he is hired. If the Personnel Office fails to fax the PAF in a timely manner, the employee's dues, through payroll deduction, will be adjusted to cover the uncollected dues.
 3. Dues shall be deducted monthly.
 4. The Association will give notice to the District by August 1 of any school year of the amount of dues, service charges, or assessment for collective bargaining or contract administration purposes that is to be deducted monthly. This amount may be changed once during the year for the remainder of school year, provided the District receives one (1) month's notice of the change.
 5. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly.
- D. 1. 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, she/he 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 E. below. The Association will notify the Director of Employee Relations by May 15 of the employee's noncompliance with this provision.

ARTICLE II - PROCEDURES FOR DUES CHECKOFF - AGENCY SHOP (continued)

- D. 2. 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.
- E. In the event an employee does not pay such fees, dues, or assessments to the Association or authorizes payment through payroll deduction, the Board shall cause the termination of employment of such employee provided:
1. a. The Association shall notify the employee who has not complied with the requirements in Section B of noncompliance, by certified mail, return receipt requested.
 - b. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise such employee that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the employee fails to comply, the Association may file charges, in writing, with the Board and may request termination of the employee's employment. A copy of that notice of non-compliance and proof of receipt to the employee shall be attached to said charges.
 3. The Board, upon receipt of said charge and a request for termination, shall conduct a hearing thereon, and will have ten (10) work days following completion of the hearing to issue a decision on the dismissal of the employee. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who have refused to pay the fees.
- F. The Association shall indemnify and save harmless the Board from any and all claims, costs, demands, or suits, and unemployment costs by reason of any action taken by the Board for the purpose of complying with this article.

ARTICLE III - 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 of 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, and the activities of its employees;
 2. To hire all employees and, subject to the provisions of the law, determine their qualifications and the conditions of their continued employment, of their dismissal or demotion, and to promote and transfer all such employees; and,
 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.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES (continued)

- B. The exercise of the foregoing powers, rights, authority, and duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. The Board will continue to apply the provisions of this Agreement without regard to race, creed, color, sex, marital status, age, national origin, or Association membership.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use school building facilities for meetings at all reasonable hours, outside of the working day, at no expense to the Association, unless additional custodial and other expense to the Board is incurred and in accordance with existing Board policies. The Association must secure a building permit from the Director of Administrative Services.
- B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.
- C. The Association agrees it shall continue to admit personnel to its membership without discrimination by reasons of race, creed, color, sex, marital status, and/or national origin.
- D. Discipline of Employee: An employee shall not be disciplined without just cause. Discipline shall be defined as a written reprimand, suspension without pay, or discharge. However, the discharge of a probationary employee shall be subject to the terms of Article I.F.1.
 - 1. 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.
 - 2. Employees shall not be orally reprimanded or disciplined in front of students, parents, or unconcerned personnel.
 - 3.
 - a. Should disciplinary action or an oral reprimand be likely to occur at any given meeting, the employee will be advised immediately of her/his right to have an Association representative present.
 - b. When a request is made for Association representation by the employee, the meeting with the employee will not occur until the employee has obtained an Association representative. If no representative is available for a meeting that same day, the District may take any action necessary to protect the best interests of the District and the involved employee prior to the disciplinary meeting.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- D.
4. The Board shall utilize progressive discipline prior to the discharge of any employee for minor infractions; such as absenteeism, tardiness, and substandard work performance.
 5. Progressive discipline need not be given to any employee for major infractions on the job, such as intoxication, theft and fighting.
 6. When imposing any discipline for a minor offense, the employer will not take into account as far as the severity of the penalty, minor infractions which occurred more than eighteen months previously.
 7. An employee discharged or suspended in accordance with this provision may file a written grievance at Step Three of the Grievance Procedure.
- E. Personnel Files
1. The personnel file will be kept in a central location under the supervision of the Director of Personnel.
 2. 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.
 3.
 - a. No complaints or compliments originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints or compliments about the employee shall be put in writing, clearly annotated at the bottom of each page "C.C. Personnel File", and a copy provided to the employee. The employee may submit a written notation regarding complaints or compliments and the same shall be attached to the file copy. When complaints or compliments are placed in an employee's file the employee shall review and sign the complaint or compliment, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All employees will have the option of placing material related to their employment in their personnel files.
 - b. Complaints made by non-supervisory staff shall be reviewed by the employee's supervisor. If the supervisor determines that the complaint has validity, he/she shall summarize his/her findings and place them in the personnel file in accordance with a. above. The supervisor will promptly call the complaint to the attention of the employee.
 4. 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.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- F. A unit member shall not be required to transport students. If a unit member volunteers to transport students, he/she will be granted compensatory time, as arranged with the supervisor, for the amount of time involved in transporting students.
- G. The administrator in charge of an office shall, at the beginning of the school year, give the employee(s), in writing, the name or names of faculty members or administrators to be contacted should an emergency arise during the time the administrator is not present.
- H. Written individual building policies will be developed to cover the disposition of students sent to the office when the supervisor or acting supervisor is not present, following input from the affected employees.
- I. The Association will be granted the use of twenty-eight (28) full days or two hundred twenty-four (224) hours per year with pay for Association business, as certified by the President. When these days accumulate beyond the twenty-eight (28) days in any school year, the Association will reimburse the District for the substitute's pay, if a substitute is hired. Once a year, two delegates will be released to attend the MEA Representative Assembly, without charge to the Association or the individual. If the Association does not use all of its allocated Association days by the end of the fiscal year, it will be permitted to carry over the unused portion, to be used in the next fiscal year.
- J.
 - 1. Members of the Unit will continue to be responsible for the administration of medication to students, if assigned to do so by an administrator or supervisor, in keeping with the provision of Michigan Law, M.C.L.A. 380.1178: "A school administrator, teacher, or other school employee designated by the school administrators who in good faith administers medication to a pupil in the presence of another adult pursuant to written permission of the pupil's parents or guardian and in compliance with the instructions of a physician is not liable in a criminal action or for civil damages as a result of the administration, except for an act or omission amounting to gross negligence or willful misconduct."
 - 2. In the event that a new procedure of the type identified in Article VI.R.1. is identified by the Board as being required to be performed, the Association will be notified. Upon request of the Association, representatives of the Board agree to meet with the Association to discuss its concerns; including whether or not the procedure should be performed by a bargaining unit member, and, if so, whether or not the employee should qualify for extra pay. However, the Board retains the right to require an employee to perform the procedure, in conformance with the procedure described in Article VI.R.1.
- K. The Board will forward any requested public information to the Association President. In addition, the District will forward to 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.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- K. 4. Board policies and by-laws.
5. Personnel Action Forms, including date of hire, salary, step placement, classification, and building.
6. Any other information that will effect a change in hours or the lay-off or recall of employees in the unit.
- L. It is the responsibility of the Association, individual members, and each employee to honor Board Policies and Administrative regulations not in conflict with the provision of the Agreement. It is neither the function nor the right of the Association or individual members to assume administrative responsibilities.
- M. 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 TB. The District will provide for skin tests for members of the unit, and also pay for chest x-rays of positive reactors to skin test. Reimbursement for a required chest x-ray will be according to rates established by the Farmington X-Ray Clinic.
- N. 1. Any case of alleged assault and/or battery by employees, which had its inception in a school-centered problem, shall be promptly reported to the principal and supervisor. The Board shall provide legal counsel to advise employees of their rights and obligations with respect to alleged assault and/or battery, and shall render other assistance it deems necessary to the employee in connection with handling the incident by law enforcement and judicial authorities. Time lost, other than for disability, by employees in connection with incidents described above will not be charged to employees unless employees are adjudged guilty, or judgement is rendered against them in connection with such alleged assault and/or battery upon them in a court of competent jurisdiction from which no appeal has been taken.
2. In the case of an alleged assault and/or battery by a student upon an employee, the student will be removed from the class by the administrator, pending meetings with the student, employee, parent, and administrator, to determine whether assault and/or battery occurred.
3. If the administration determines that alleged assault and/or battery occurred, they will recommend either extended suspension or expulsion of the student to the Director of Student Services, for a decision under the procedures under 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.
4. In the event the immediate supervisor determines that a student has assaulted 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.

ARTICLE IV - ASSOCIATION-EMPLOYEE RIGHTS (continued)

- O. 1. From the first teacher's work day until the second Friday of June, absent employees, or their agent, will report their impending absence at any time. A telephone message-device will be provided by the Board. Absent employees or their agent, shall state their name, building, assignment, and type of leave day. At other times of the year, absent employees, or their agent, will notify their supervisor or the Personnel Office, if it is not a scheduled work day for their supervisor, of their impending absence.
2. An unlisted number will be given to all employees for this purpose and it shall be the obligation of all employees to keep it confidential.
3. The absent employees or their agents shall call their building principal at least one (1) hour before the end of school on the day before they will return to their post, unless the absence has been prearranged. In the event they are unable to reach the building principal, or his/her agent, they will call the Substitute Telephone Reporting Line. 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 a 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 Substitute Telephone Reporting Line according to O.1. above.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL

- A. An employee's employment shall be terminated and their seniority shall cease upon:
1. Voluntary quit.
 2. Discharge.
 3. Unexcused absence from work for five (5) consecutive working days, without notifying the District and without having a reasonable and valid cause for such absence.
 4. Failure to return to work upon recall, within five (5) working days after having been notified to report for work, unless the employee gives a reason satisfactory to the Board. Such notification shall be by certified mail "addressee only", or registered mail, addressed to such employee at his/her last address as filed with the Board. It shall be the responsibility of each employee to have his/her correct address on file with the Board.
 5. Involuntary layoff of more than two (2) years or length of services according to seniority date, whichever is greater.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

A. 6. Failure to return from a leave of absence within three (3) working days following the end of the authorized period.

7. Retirement.

B. Seniority:

1. There shall be for the purposes of seniority, five (5) departments:

- a. Office employees
- b. Special education/teacher/office/vocational paraprofessionals/
in-school suspension paraprofessionals/L.P.N. (Licensed Practical Nurse), COTAS, Media/Computer technicians and Career Resource Center technicians
- c. Special Education Program Assistants
- d. Special Education Program Aides.
- e. Bilingual paraprofessionals

2. Seniority will be defined as the length of time an employee has worked for the District in a bargaining unit position, with the exception of time as outlined in Article I.C. and Article VIII.B. of the Master Contract. In the event two (2) employees in the same department have the same seniority date, the order of seniority will be determined by the last four (4) digits of the employee's Social Security number (highest to lowest).

3. An employee's seniority date will be reduced to reflect the length of time he/she has been on a personal leave of absence.

4. Any member of the bargaining unit who leaves the bargaining unit to accept a non-bargaining unit position and then elects to apply for and is rehired to a position in the bargaining unit, shall be entitled to retain and accrue such rights as she/he may have had under this Agreement prior to transfer to the District non-bargaining unit position, but excluding seniority during the time spent in the District non-bargaining unit position.

5. The Board will maintain an up-to-date seniority list at all times and make the list available to the Association and Association President at all times. The Association President will be provided with a complete up-to-date list as of October 15 and February 15 every year. At any time an employee may notify the Personnel Office and Association Office in writing that they have been improperly placed on the list. Any change on the list will be immediately reported to the Association and Association President.

C. Layoff Procedures

1. In the event the Board deems it necessary to reduce personnel in a building or District program all employees whose positions are affected by this reduction will be notified by the District.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- C. 2. A vacancy list will be constructed by the Personnel Department allowing those employees notified according to C.1. above, in seniority order, to first select vacancies in their department level. Lacking enough positions in their department level, employees may select the positions of those in a lower level, according to seniority, provided they are qualified to perform the work in that department according to the most recent District posting. If a Level Three employee lacks a position in his/her department, he/she may select a position in another Level Three department, according to seniority, provided he/she is qualified to perform the work in that department according to the most recent District posting. However, no employee will be allowed to select a Level IV position.
3. Those employees without a position at the conclusion of the meeting will be placed on the District recall list in order of seniority and be notified of layoff in writing by the District with a copy sent to the Association at least two weeks prior to their last day of work.
4. In the event an employee moves to a lower department level, it will be at the same experience step as presently occupied.
- D. 1. Employees laid off through the procedures of Paragraph C. above shall be maintained on a seniority recall list according to paragraph A.5. above in order of seniority to department openings as they occur and for which they are qualified to perform the work according to the most recent District posting. Seniority rights shall be maintained provided the employee is recalled during this period. Such seniority right, while employed, shall not be interpreted as gaining experience credit on the salary schedule.
2.
 - a. A laid-off employee may refuse recall to an assignment within her/his department a maximum of three (3) times during the recall period and remain on the recall list.
 - b. A laid-off employee may refuse a District offer or recall to an assignment outside her/his department.
 - c. The District considers an assignment within the department to be suitable employment.
 - d. It is expressly understood that an employee who refuses an offer of suitable employment is disqualified for unemployment compensation benefits.
 - e. Verbal nonacceptance of an assignment or recall to the Personnel Office will be acceptable, provided written confirmation of the refusal of assignment or recall is provided to the involved employee and the Association.
 - f. An employee who refuses recall to a position within his/her department for which he/she is qualified will maintain his/her seniority date.

ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)

- D. 3. While employees in the bargaining unit are on the recall list, the first initial vacancy occurring will be posted. After filling the first initial vacancy, the District may elect to recall an employee from the recall list.
4. No new employees will be hired by the District if employees on the recall list are qualified according to the job posting for a vacancy or the open position caused by the filling of a vacancy by transfer of a bargaining unit member. Establishment of qualifications for a position will continue to be a District right which is final and nongrievable.
5. Any employee recalled to a position at a lower level than the position they previously held (i.e. elementary secretary, middle school secretary, POHI paraprofessional, learning center paraprofessional, etc.) will be entitled, according to seniority, to the first vacancy occurring in the higher level position they held prior to layoff. This right will remain until a vacancy occurs in his/her previous position, even though the employee may have applied for and received a different position in a higher level. If the employee decides to remain in his/her lower level position or the new position they have received, rather than return to his/her previous position, the District will post the vacancy, and the District will have no further obligation to the employee under this section.
6. Any employee recalled to a position which has fewer working days than his/her previous position will have the same rights as described in D.5. above.
7. Any employee recalled to a position other than full time will be allowed to return to a full-time position prior to anyone on the recall list with less seniority being placed in that position.
8. After the recall list is exhausted, no new employees will be hired by the District to a six (6) or more hour a day position until employees in the department who were recalled to a less than six (6) hour position, in seniority order, have declined to accept a posted vacancy.
- E. When an employee is notified of layoff, he/she may choose to use accumulated vacation days, paid on a biweekly basis.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS

A. Classifications

Level I.A: Career Resources Center Technician
Level I.B: Licensed Practical Nurse
Certified Occupational Therapy Assistant
Media/Computer Technician
Level I: Bookkeepers
Computer Operators/Data Processors
Secretaries (10-11-12 Month)

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

A. Classifications (continued)

Level II: Special Education Paraprofessionals (10-11-12 month)
Office Clerk (10-11-12 month)
In-School Suspension Room Paraprofessionals

Level III: K-12 Teacher/Office Paraprofessionals
K-12 Bilingual Paraprofessionals
Clerk/Typist
Special Education Program Assistants
Switchboard Operator
Vocational Paraprofessional

Level IV: Special Education Program Aides

B. Experience Credit

1. Any former bargaining unit member returning to employment in the unit will continue to receive full experience credit on the salary schedule for all previous employment in the unit.
2. Advancement along the steps of the salary schedule will be done on an annual basis on each July 1. Each employee will be advanced one full step each year until the maximum salary within a level has been reached, except for those employees with less than seven months of service since the last adjustment. Those employees who have less than seven months but more than three months of service will be advanced one-half step on the salary schedule.

C. When a new job is created which cannot be properly placed in an existing job classification and rate structure, or a new job classification is established, or an existing job classification is changed or combined with another job classification, the Association will be notified in writing. The Board will, after written notification to the Association, establish a rate for the new job classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Association. During this period, the Association may request, in writing, to meet with representatives of the Board to negotiate a rate. The rate arrived at through negotiations will be applied retroactive to the first day the employee began work on the job. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

D. The salary schedules for employees in the unit are set forth in Appendices A. (1992-93), B. (1993-94), C. (1994-95), D. (1995-96), E. (1996-97), and F. (1997-98) of the Agreement. Such salary schedules will remain in effect during the term of this Agreement.

1. Time lost by unauthorized absence from duty will result in a proportionate reduction in salary and fringe benefits.
2. Employees, with the permission of the immediate supervisor, may take time off without pay and no loss of fringe benefits.
3. Overtime worked in excess of eight hours in any one day, or forty hours in any one week shall be paid for at time and one-half the regular rate. Such overtime is to be with the prior approval of the immediate supervisor.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- D. 4. At the conclusion of each school year, members with six (6) through ten (10) years of service in Farmington will receive an additional \$200 in compensation. Members with eleven (11) through fifteen (15) years will receive an additional \$400 in compensation. Members with sixteen (16) or more years will receive an additional \$600 in compensation.
5. On an annual basis, an employee who completes the following additional work responsibilities will receive a 1% stipend:
- a. For school office personnel and paraprofessionals who attend three evening events composed of Open House and/or evening conferences without pay.
 - b. For non-school office personnel who participate in nine (9) hours of District directed training without pay.
 - c. Bargaining unit members assigned to the SMI/SXI program, in which there are only three (3) evening events, will be allowed to select a fourth option from the staff development coupon book of one (1) or more after work activities equal to three (3) hours. The coupon book or similar staff development opportunity must be submitted to the program supervisor for prior approval.
 - d. The school district and the Association agree that school office personnel and paraprofessionals who have either:
 - 1) A legitimate, verifiable illness which causes the employee to be absent from work and miss at least two of the evening events required for the stipend under Article VI.D.5.a.
 - or
 - 2) A bonafide emergency which causes the employee to miss at least two of the evening events required for the stipend under Article VI.D.5.a.
- will be allowed to make up the equivalent hours in either inservice, special projects or other school events which occur after work hours and are without pay. Application for approval for the above exceptions must be made in writing to the Assistant Superintendent for Staff and Community Services and the Association President setting forth the circumstances which caused the employee to be absent. After receiving approval from the Assistant Superintendent for Staff and Community Services and the Association President, the employee shall present a plan for make-up activities to his/her supervisor for his/her approval. All approved makeup time must be completed by May 1st of each school year to receive payment of the 1% stipend at the conclusion of the school year.
- E. Teacher paraprofessionals who work as noon aides will be credited with the number of hours they work as noon aides toward all fringe benefits including holidays and vacation pay. They will be paid for the total hours they work at their bargaining unit rate.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- F. 1. All employees will be paid bi-weekly. Employees, with the exception of vocational paraprofessional and bilingual paraprofessionals, may elect to be paid on a twenty-six (26) payroll plan. If an employee wants to be on a twenty-six (26) pay plan, they must go into the payroll office before August 1 and make their choice known. Otherwise, they will remain on a payroll plan equal to their work year. Once the notification of a twenty-six (26) pay plan has been given to the payroll office, it is not necessary to repeat the notification each year. As soon as possible the vocational paraprofessionals and the bilingual paraprofessionals will have the option of electing a payroll plan which will pay them through either June or August.
2. The Board agrees to make payroll deductions at the request, and by the authorization of any bargaining unit member, for the following items:
- a. United Profession dues.
 - b. Association service charge as defined in Article II.
 - c. Voluntary miscellaneous deductions authorized by the bargaining unit members and Association in writing and planned by agreement with the Personnel Office.
 - d. 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.
 - e. Credit Union deposits and payments.
 - f. Insurance premium payments (limited to those insurance programs available during the open enrollment periods of September).
 - g. U.S. Savings Bonds.
- G. Employees required to drive their automobiles in the course of their work will receive a mileage allowance equivalent to the rate paid other school district employees.
- H. Upon official closing of school due to bad weather conditions, as announced by the Superintendent's office, an employee covered by this Agreement will not be expected to report for duty, if he/she is unable to do so. Upon certification to his/her immediate supervisor that he/she was unable to report for duty, no penalty will be imposed for the absence. An employee who reports for work will receive an equivalent amount of compensation time for the amount of time worked, as arranged with his/her supervisor. The supervisor will have the authority to send the employee home. Effective July 1, 1982, any member of the unit on an approved vacation day, on a day when school is not in session due to inclement weather, will not have the vacation day deducted from his/her vacation day bank.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

I. Paid Holidays - Office Employees

1. a. For the 1992-93 work year, each office employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve Day
- 5) Christmas Day
- 6) December 28, 29, 30, 1992
- 7) New Year's Eve Day
- 8) New Year's Day
- 9) Good Friday
- 10) Memorial Day
- 11) Independence Day

- b. For the 1993-94 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve Day
- 5) Christmas Day (to be celebrated December 23, 1993)
- 6) December 28, 29, 30, 1993
- 7) New Year's Eve Day
- 8) New Year's Day (to be celebrated December 27, 1993)
- 9) Good Friday
- 10) Memorial Day
- 11) Independence Day

- c. For the 1994-95 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve Day (to be celebrated December 23, 1994)
- 5) Christmas Day (to be celebrated December 26, 1994)
- 6) December 27, 28, 29, 1994
- 7) New Year's Eve Day (to be celebrated December 30, 1994)
- 8) New Year's Day (to be celebrated January 2, 1995)
- 9) Good Friday
- 10) Memorial Day
- 11) Independence Day

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

I. Paid Holidays - Office Employees (continued)

1. d. 1) For the 1995-96 work year, each office 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

2) 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.

e. For the 1996-97 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve Day
- 5) Christmas Day
- 6) December 26, 27, 30, 1996
- 7) New Year's Eve Day
- 8) New Year's Day
- 9) Good Friday
- 10) Memorial Day
- 11) Independence Day

f. For the 1997-98 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve Day
- 5) Christmas Day
- 6) December 26, 29, 30, 1997
- 7) New Year's Eve Day
- 8) New Year's Day
- 9) Good Friday
- 10) Memorial Day
- 11) Independence Day

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- I. 2. In order to qualify for such pay, the employee must work the last scheduled work day preceding, and the first scheduled work day following, the holiday, unless the employee is absent due to an approved leave day.
- 3. If a holiday mentioned above falls on a Saturday or Sunday, the Board shall designate the workday preceding or succeeding as the paid holiday.
- 4. In addition to the above, in those years when Independence Day falls on Tuesday or Thursday, an additional holiday will be allowed on the corresponding Monday or Friday. When Independence Day falls on Monday, Wednesday, or Friday, there shall be only one (1) holiday, as above.
- 5. Employees working in the Business Office will receive their holidays in the week following New Year's, in the event that due to work schedules they are unable to take the holidays between Christmas and New Year's Eve Day.
- J. 1. The following days shall be recognized as paid holidays for all other bargaining unit members, provided the observance of the holiday causes an interruption of the regular work or vacation schedule.
 - a. For the 1992-93 work year, each employee will have the following holidays:
 - 1) Labor Day
 - 2) Thanksgiving
 - 3) Day after Thanksgiving
 - 4) Christmas Day
 - 5) December 28, 29, and 30, 1992
 - 6) New Year's Day
 - 7) Good Friday
 - 8) Memorial Day
 - 9) Independence Day - if they are employed in a summer program
 - b. For the 1993-94 work year, each employee will have the following holidays:
 - 1) Labor Day
 - 2) Thanksgiving
 - 3) Day after Thanksgiving
 - 4) Christmas Day (to be celebrated December 23, 1993)
 - 5) December 28, 29, and 30, 1993
 - 6) New Year's Day (to be celebrated December 27, 1993)
 - 7) Good Friday
 - 8) Memorial Day
 - 9) Independence Day - if they are employed in a summer program

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

J. 1. c. For the 1994-95 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving
- 3) Day after Thanksgiving
- 4) Christmas Day (to be celebrated December 26, 1994)
- 5) December 27, 28, and 29, 1994
- 6) New Year's Day (to be celebrated January 2, 1995)
- 7) Good Friday
- 8) Memorial Day
- 9) Independence Day - if they are employed in a summer program

d. For the 1995-96 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving
- 3) Day after Thanksgiving
- 4) Christmas Day
- 5) December 26, 27, 28, 1995
- 6) New Year's Day
- 7) Good Friday
- 8) Memorial Day
- 9) Independence Day - if they are employed in a summer program

e. For the 1996-97 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving
- 3) Day after Thanksgiving
- 4) Christmas Day
- 5) December 26, 27, and 30, 1996
- 6) New Year's Day
- 7) Good Friday
- 8) Memorial Day
- 9) Independence Day - if they are employed in a summer program

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

J. 1. f. For the 1997-98 work year, each employee will have the following holidays:

- 1) Labor Day
- 2) Thanksgiving
- 3) Day after Thanksgiving
- 4) Christmas Day
- 5) December 26, 29, and 30, 1997
- 6) New Year's Day
- 7) Good Friday
- 8) Memorial Day
- 9) Independence Day - if they are employed in a summer program

2. In order to qualify for such pay, the employee must work the last scheduled work day preceding, and the first scheduled work day following, the holiday, unless the employee is absent due to an approved leave day.

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

4. In addition to the above, in those years when Independence Day falls on Tuesday or Thursday, an additional holiday will be allowed on the corresponding Monday or Friday. When Independence Day falls on Monday, Wednesday, or Friday, there shall be only one (1) holiday, as above.

K. 1. Full-time employees who work 38 weeks or more and who work at least six (6) hours per day, five days per week will receive the following level of fringe 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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

K. 1. b. Medical: Each employee will select one (1) of the three (3) following options in 1), 2), 3) below:

- 1) 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.
- 2) Health Maintenance Organization (HMO) with benefits comparable to Health Alliance Plan.
- 3) An employee who is ineligible for hospitalization coverage, due to coverage elsewhere, will receive:
 - a) 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.
 - b) 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.
- 4) Effective September 1, 1997, the drug rider for employees receiving medical benefits will be \$5.00.
- 5) In the event of the death of an employee, his/her health insurance coverage will remain in force for his/her dependents for an additional six (6) months.
- 6) An employee placed on a long term health leave will have his/her health insurance coverage for nine months or until expiration of his/her sick leave, whichever is greater.

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 (\$3,000) 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 and mental/nervous waivers.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

K. 1. c. 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 \$1,500 lifetime. Class I and II benefits will have a \$1,000 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 \$1,500 lifetime. Class I and II benefits will have \$1,000 yearly maximum.

e. Vision Care: The District agrees to provide employees with MESSA Vision Service Plan 3.

2. Less than full time employees who are regularly scheduled to work at least 15 hours and less than thirty (30) hours per week will receive:

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 K.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 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 (\$3,000) 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 Board 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.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- K. 2. d. Vision Care: The District agrees to provide employees with MESSA Vision Service Plan 1.
- e. Employees not covered by a medical plan elsewhere will receive a 50% subsidy towards either health plan listed in paragraph K.1.b.1) and 2) above.
- 3. To be eligible for hospitalization or the five hundred dollars provided in K.1.b.3. above, the employee must be working.
- 4. In the event of any violation of the No Strike Provision, this provision shall be immediately terminated and discontinued, and the Board shall be reimbursed for any premium paid but unused.
- 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 health insurance plan. If the employee is covered by any other hospitalization insurance, the board's obligation under this provision shall be waived.
- 6. The above benefits will be provided to all regular full time and part-time employees until the close of the month in which they terminate.
- 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 will review setting up an IRS Section 125 plan to potentially address: Dependent care, cash option (TDA), medical reimbursement and/or premium contribution.

L. Michigan Workers' Compensation

- 1. Any employee absent due to an injury or disease arising out of and in the course of his/her employment for which he/she receives Michigan Worker's Compensation benefits shall receive from the Board the difference between the allowance paid him/her under the Act and his/her regular contract salary on a daily basis for a period not to exceed fifty (50) total working days in one (1) year.
- 2. Any absence under this provision shall not be charged against the employee's sick leave days provided, however, the employee may, upon the expiration of the above Board provided benefits, elect to draw and use up sick leave from any accumulated allowance at the rate of the difference between the allowance paid him/her under the Act and his/her regular salary computed on a daily basis for a period of time that funds from his/her accumulated sick leave bank will provide.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

M. Vacations

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

1. All employees with six (6) months service be granted five (5) days of vacation with one (1) day per month added thereafter until a total of ten (10) days of vacation is reached. An employee hired after January 31 of any contract year will be granted one-half day of vacation per month for the following contract year.
2. 1 - 2 years 10 days
3. 3 - 5 years 13 days
4. 6 - 9 years 16 days
5. 10 years or over 21 days
6. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
7. Vacations will not be prorated unless an employee is on an extended leave during the school year. Those employees who will have worked nine (9) months of the school year will be given credit for a full year of work.
8. Employees have the right to choose the time of their earned vacations with the approval of their immediate supervisor. Vacation time should be scheduled as much as possible at times when school is not in session.
9. Vacation days not used by ten and eleven month employees on a work day during the school year, will be paid off on the pay day following their last scheduled work day.
10. Any employee voluntarily leaving the Farmington School District shall retain his/her earned vacation time, provided the employee gives two (2) weeks written notice.
11. When a District building is closed by a supervisor or principal during the Christmas, Winter, or Easter Break, secretaries will have option of working, using vacation days, or taking days without pay without loss of the Holiday Pay involved.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- M. 12. SMI instructional aides will have the option of taking vacation days or days without pay to cover the July 4th Holiday during their recess, without loss of pay.
13. If a regular pay day falls during an employee's vacation, they will receive that check amount added to their last regular check preceding the vacation, provided the request for the double check is received in the Payroll Department one (1) month prior to the vacation period.
14. Paraprofessionals or program assistants who work during the summer will receive additional vacation days in accordance with completion of the summer work schedule below:

Fifteen (15) work days completed = one (1) additional vacation day

Thirty (30) work days or more completed = two (2) additional vacation days

For purposes of this benefit, the summer work schedule shall apply to those work days between the end of the general education school year and beginning of the next general education school year. "School year" paraprofessionals who substitute during the summer for "230 day" paraprofessionals shall not be permitted to use accumulated sick leave days during this period. Except for "230 day" paraprofessionals who may use their accumulated sick leave days during this period, employees must have been at work to receive the additional vacation day(s) which will be credited to their vacation bank with the first pay period in October.

15. Twelve (12) month office employees will be allowed to carry over a maximum of five (5) vacation days into the next fiscal year.
- N. Refunds for payment errors shall be made within four (4) weeks from the date the error is detected.
- O. During the normal school year when a pay period ends during a school closing, checks will be issued on the last work day preceding the break for all members of the unit except those whose work is reported on a daily basis on biweekly time sheets.
- P. 1. Employees will be encouraged to improve their job related skills by additional education. Post-high school educational course work with prior approval of the Director of Employee Relations 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.
2. Employees will be required to attend classes and inservice during the regular work day as directed by the Assistant Superintendent for Staff and Community Services or his/her designee.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- Q. 1. An employee may receive an annual recognition payment of \$500 by:
- a. Completion of a district directed needed skills improvement program. Participation will be at the employee's option. Or,
 - b. Completion of an employee proposed skills improvement program. Or,
 - c. Completion of an employee proposed project of benefit to the District.
2. The proposals and payment must have prior approval of the Assistant Superintendent for Staff and Community Services.
3. A copy of the proposal(s) in a., b., c. above along with the approval/denial of the Assistant Superintendent for Staff and Community Services will be sent to the Association.

R. Extra Duty Pay

1. Twenty-five cents (\$.25) per hour above the employee's regular hourly rate shall be paid to paraprofessionals involved in the following procedures: catheterization, shallow suctioning, postural drainage, and other procedures identified by the Board of Education. At the beginning of each school year, the building supervisor will determine the number of employees needed to perform these procedures. He/she will post the number of positions needed including listing the procedure(s) required. All special education paraprofessionals within that building may apply for the posting. The most senior applicant will be selected. If there are not sufficient applicants to fill the needed number of positions, the least senior special education paraprofessional in the building will perform the medical procedure. This process will be repeated at the beginning of each school year as well as any time during the school year when the building supervisor determines that an additional position is needed.
2. Students will not be left unsupervised by a teacher, administrator, or paraprofessional. In the event students in the classroom are unsupervised by a teacher or administrator for a period exceeding fifteen (15) minutes, the teacher paraprofessional or special education paraprofessional will be paid an additional amount at the rate of five dollars (\$5.00) per hour computed to the nearest quarter (1/4) hour for the following reasons, unless waived by the teacher paraprofessional or special education paraprofessional:
- a. An emergency that causes a teacher to be late or delayed in arriving to attend to the classroom.
 - b. Absence from the classroom of a teacher due to a parent conference, phone call, or professional meeting.
 - c. Absence of the teacher from the classroom due to the teacher taking an unscheduled lunch or unauthorized break.

ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)

- R. 3. In the event a secondary librarian is absent and a substitute is not provided by the District, either of the following options will be exercised by the building principal:
- a. The library will be closed to students other than classes supervised by a teacher; or,
 - b. The library will remain open and the library paraprofessional will be paid an additional five dollars (\$5.00) per hour, computed to the nearest quarter (1/4) hour for the class periods the library is open for student use.
- S. Beyond the regular work day, each bargaining unit member who works six (6) or more hours a day must attend, on his/her own time, a total of six (6) hours of inservice training. Members who work less than six (6) hours a day must attend, on their own time, a total of three (3) hours of inservice training. For the purpose of establishing the employees to be trained the following employees will be grouped:
1. Office employees
 2. Cloverdale, Warner, Visions Unlimited, Harrison and Wm. Grace SMI/SXI Special Education Paraprofessionals, Program Assistants and Program Aides
 3. Other Special Education Paraprofessionals, Licensed Practical Nurses and Certified Occupational Therapist Assistants
 4. General Education Teacher/Office Paraprofessionals, Vocational Paraprofessionals and Career Resource Center Technicians
 5. Bilingual Paraprofessionals
 6. Media Computer Technicians

Six Steering Committees will be established from the above groupings to plan the proposed topics for the training. Each Steering Committee will be represented by at least one (1) supervisor and four (4) employees. If there are not enough volunteers to serve on the Steering Committee, the supervisor will appoint the members.

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 a majority vote, decide to hold training sessions in smaller groups. Groups may also, by a majority vote of each Steering Committee, decide to hold training sessions in smaller groups. Groups may also, by a majority vote of each group, decide to combine with another group(s) for training. Employees assigned to a school building may elect to participate in the building teachers' inservice activities if approved by both Steering Committees. 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.

ARTICLE VII - WORKING CONDITIONS

A. Working Hours

1. The work calendar including starting and ending times, will be determined by the Board and the Superintendent of Schools. A work week will consist of forty (40) working hours. An eleven (11) month secretary's work year will be from the first Monday in August through the last work day in June.
2. An eleven (11) month secretary's work year will be from the first Monday in August through the last work day in June. With approval of the supervisor, an eleven (11) month secretary may start one (1) week earlier and end one week earlier in June. A work week will consist of forty (40) working hours.

B. Lunch Period

All employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one-half (1/2) hour. Such lunch will not be considered as part of the forty (40) hour work week.

C. Relief Time

1. An employee working six (6) or more hours per day will be provided two (2) fifteen (15) minute relief periods - one in the morning and one in the afternoon.
2. An employee working three (3) or more hours per day will be provided one (1) fifteen (15) minute relief period per day with the exception of five (5) hour employees who work at least two and one half (2 1/2) hours before the midpoint of the school day and two and one half (2 1/2) hours after the midpoint of the school day who will be provided a fifteen (15) minute relief time for each half of the day that they work.
3. The above relief times will be scheduled by the immediate supervisor.

D. Proper Equipment and Training

1. The Board of Education shall attempt to provide adequate and proper equipment for employee use.
2. The District will continue to provide necessary training, including released time if needed, for employees who are assigned new job skills or use of new equipment.

E. No employee will be expected to endanger a student's or his/her own personal safety by lifting or moving heavy students or equipment without appropriate assistance.

F. Working hours during student non-attendance periods: During the periods listed below all office employees on duty will work either eight (8) hours as scheduled by their supervisor, including one (1) hour off for lunch or seven and one half (7 1/2) hours, including a thirty (30) minute lunch as scheduled by their supervisor. No overtime will be paid for extra hours required to meet their work schedules during this time unless they work more than eight (8) hours per day.

ARTICLE VII - WORKING CONDITIONS (continued)

- F. 1. The Monday following the last week of school through the Friday preceding the first teacher work day.
2. Scheduled work days between Christmas and New Years.
3. Winter & Spring breaks.

G. Vacancies and Promotions

1. Job vacancies or special opportunities within the bargaining unit shall be posted in a designated location in school buildings where employees are regularly located. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy has been posted for seven (7) calendar days. The posting will state the following: position, location, classification level, number of months and hours to be worked, qualifications, expiration date of posting, person to contact, and approximate starting date of the position. Applications for a posting will be accepted from employees, in writing, by hand delivery. Any application received for a posting after the expiration date will not be considered. The posting cannot expire during winter, February or spring breaks. In the event a vacancy occurs during the summer, the posting notice will be mailed to the Association, posted in each school building and placed on a bulletin board at the Schulman Administration Center. Vacancies will also be announced via voice messaging, when voice messaging is operational.
2. A copy of the posting will be sent to the appropriate person for posting. In addition, a copy of the posting will be sent to each Association President.
3. All employees who possess basic skills as such skills are set forth in the posted job specifications, and who apply for such position, shall be interviewed unless the employee has been interviewed by the involved administrator previously. In the event the employee has been previously interviewed by the involved administrator, the employee will be interviewed for the position at his/her request or the request of the involved administrator. If the successful applicant for the position is from without the Association, the unsuccessful applicants from within the Association may request, within fifteen (15) days from the time the position is filled, a constructive and comprehensive evaluation of his/her potential. This evaluation, when requested, shall be given to the applicant within a reasonable time, not to exceed fifteen (15) days from the date of the request.
4. Effective July 1, 1980 members of the unit who receive a transfer to a higher or lower classification level will be placed at the experience level of the position from which they transferred.
5. The Association may advise the District on the appropriate tests to administer to applicants for a vacancy. The District decision on which tests to administer will be final and nongrievable.

ARTICLE VII - Working Conditions (continued)

- H. Any employee desiring to resign will do so by written resignation to the Personnel Office at least two (2) weeks prior to the effective date.
- I.
 - 1. Teacher/Office paraprofessionals may not be required, but may volunteer, to serve as noon aides. If more employees volunteer than are required, the most senior volunteer will be selected. In the event there is not a sufficient number of volunteers, the least senior paraprofessional employed after 1978 may be assigned to the position.
 - 2. In the event a noon aide substitute cannot be obtained on a given day, and no volunteers are available, the least senior paraprofessional will be assigned to the position in rotation.
- J. Any bargaining unit member who is temporarily assigned the duties of another bargaining unit member for a full day or more will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.
- K.
 - 1. Paraprofessionals will be verbally notified of their tentative assignments for the coming school year prior to the end of the school year whenever possible.
 - 2. A paraprofessional whose tentative assignment has been changed will be notified by the District as soon as possible.
- L. A communicable disease review committee including a minimum of one (1) Association representative will meet annually to review Board policy and recent information on communicable diseases. Any recommended changes in Board policy will be forwarded to the Superintendent for action.
- M. 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.

ARTICLE VIII - LEAVES OF ABSENCE

- A. The following shall constitute the policy governing leaves of absence, without pay or fringe benefits, granted to employees. It shall be the policy of the Board to grant leaves of absence for the following reasons:

Health	Study
Child Care	Military Service
Association Elective Office	Adoption/Guardian

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

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- A. 1. Eligibility for any leave of absence, except Child Care Leave, requires a minimum of two years of continuous employment by the school district immediately prior to such leave of absence. A Child Care Leave will require only one year of continuous employment.
2. An extension of a long-term leave of absence for one (1) year will be granted by the Director of Personnel. Another extension of leave of absence may be granted.
3. While an employee is granted a leave of absence, he/she shall retain the following employment rights held by him/her before such leave was granted:
 - a. the same position on the salary schedule; and,
 - b. unused sick leave held at the start of the leave of absence.
4. An employee on a leave of absence must give written notice to the Personnel Office sixty (60) days prior to the date the leave expires, of his/her intention to return or resign. Failure to furnish such notice shall constitute a notice of resignation.
5. The notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his/her duties.
6. At the conclusion of a leave of absence the employee will be entitled to the first vacancy in the position held at the time of his/her leave of absence. In addition, he/she may apply for vacancies in any other bargaining unit position for which he/she is qualified.
7. In the event a vacancy does not exist in the position the employee left on his/her leave of absence, the following shall apply:
 - a. If a recall list exists at the conclusion of the leave, the employee will be placed on the recall list according to his/her seniority date.
 - b. If a recall list exists employees shall be given preference as a substitute in the department in which he/she worked. When subbing, such an employee shall be compensated at his/her previous classification and experience level as needed, until such time a vacancy occurs in the position he/she left.
8. Leaves of absence for specific reasons shall also be governed by the following provisions:
 - a. Following initial employment, a Health Leave, when recommended by a physician, shall be granted for the remainder of a contract year or a contract year. At the end of such leave, the employee must either return or resign, unless a special extension is recommended by the Superintendent. When, in the opinion of the Board, the employee's health permits return, and when he/she has fulfilled the requirements stated in Paragraphs 4 and 5 above, the employee shall be returned to the same, or similar position, providing an opening in the staff exists for which he/she is qualified, or have the option of exercising the alternatives listed in A.7.b.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- A. 8. b. A Child Care Leave, without pay, shall be granted for the remainder of a contract year, or a contract year. The employee's return to work shall be subject to the provisions of Sections 1. - 7. above.
- c. A Study Leave will be granted for the period of the remainder of a contract year or a contract year. The employee's return to work shall be subject to the provisions of sections 1. - 7. above.
- d. Military Leave: Any employee covered by the salary schedule who terminates employment in the school district to perform active service in the armed forces of the United States is entitled to reemployment rights in the position he/she vacates, or one of like status and pay scale, provided the employee serves only one (1) 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 services;
 - 3) He/she applies for reemployment within ninety (90) days after discharge;
 - 4) He/she is still qualified to perform the duties of the position;
 - 5) He/she shall be reemployed at such time as a similar assignment can be made;
 - 6) In the event of reemployment, the following provisions shall apply:
 - a) Accrual of seniority shall be granted.
 - b) Increment(s) shall be added as if the employee had been in the School District's employ during the time of such service in the armed forces.
 - 7) Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.
- e. 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.
- f. Adoption/Guardian Leave:
- 1) An Adoption/Guardian Leave will be granted to an employee upon placement of the child in the home by an adoption agency or office of the court awarding custody of the child.
 - 2) The additional terms of this leave will be according to the terms for Child Care Leave in paragraph 8.b. above.

ARTICLE VIII - LEAVES OF ABSENCE (continued)

- B. A Personal Leave of Absence, without pay or fringe benefits, or accrual of seniority may be granted to a member of the unit at the discretion of the District for a period of one (1) year. Effective July 1, 1980, while on a Personal Leave, no seniority will be accrued, and the terms of the leave will be subject to Article VIII, Sections A.1. -7. above.
- C. Student Teaching Leave

A member may take a leave, if approved by his/her immediate supervisor, with continued fringe benefits, but without pay for the purpose of completing his/her college student teaching requirement. During the period of student teaching leave without pay, a substitute employee without the benefit of Article I. D., will be hired to cover the assignment of the unit employee. The unit member will continue to be responsible for dues payments during her/his leave without pay, on a direct pay basis.

ARTICLE IX - SHORT TERM LEAVES OF ABSENCE

- A. All office employees and paraprofessionals 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 at full pay at the rate of one (1) day for each month of active service, cumulative to a total of 220 days. Active service is defined as working at least one half (1/2) of the work days in a month.
1. If death occurs among members of an employee's immediate family, the employee will be granted three (3) days leave with pay for the funeral. Upon request, two (2) additional days may be granted and deducted from the employee's sick or personal business day banks, with the approval of the employee's immediate supervisor. The employee will be entitled to one (1) day leave for the death of any other relative.
 2. Employees may use their annual and cumulative sick leave for the following reasons:
 - a. Personal Illness
 - b. Illness in the immediate family as defined in A.3. below
 - c. Maternity Disability
 - d. Religious holidays
 - e. Funeral leave as defined in A.1.
 3. 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 an IRS dependent living in the home and the corresponding relatives of the employee's spouse.
 4. All requests for such sick leave must be submitted to, and approved by, the employee's supervisor. Proof of illness, signed by a physician and approved by the employee's supervisor, may be required at any time.

ARTICLE IX - SHORT TERM LEAVES OF ABSENCE (continued)

- A. 5. a. An employee will be entitled to be absent due to health reasons for a period of 180 calendar days or their accumulated sick leave, whichever is greater.
- b. 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 business day banks.
- c. Once each contract year an employee may elect upon written application to apply for a ninety (90) day temporary medical leave due to extended illness or injury. During this period of time, the employee's fringe benefits will continue to be paid and upon a doctor's certification they may return to work at any time. Upon written application of the employee, an additional temporary medical leave will be granted by the District without pay or fringe benefits during a contract year. An employee may elect to save a portion or none of his/her sick bank during a ninety (90) calendar day leave. At the conclusion of a temporary medical leave, the employee may:
- 1) Return to work, or
 - 2) Elect to be placed on a health leave.
- d. An employee will receive medical care coverage for a total of nine (9) months of time spent on a temporary and/or long term medical leave of absence. This benefit may be exercised only once in each twelve (12) month period.
- e. The position of an employee who is on a temporary medical leave according to c. above will not be posted.
- f. An employee, on either a first or second temporary 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 ninety (90) day temporary medical leave status.
- B. For the protection of children, the Board of Education may require of the employee a health certificate from a physician, to be filed in the Office of the Director of Personnel. Any employee who is not able to return to duty on Monday following two (2) weeks illness or injury shall present a certificate of ableness to the Director of Personnel upon their return to work. This certificate shall be signed by a physician. Any employee who has been absent because of a nervous disorder must present a satisfactory report from a physician. In addition, they may be required to submit to an examination by a physician designated or agreed upon by the Director of Personnel at the Board's expense.
- C. Personal Business Policy
1. All employees regularly employed by the Board of Education shall be granted three (3) days of leave per year, with full pay, to transact personal business, provided:

ARTICLE IX - SHORT TERM LEAVES OF ABSENCE (continued)

- C. 1. a. approval is granted by his/her immediate supervisor; and,
b. business cannot be transacted at a time other than on a working day.
- 2. Written notification for such leave shall be made at least five (5) days in advance, when practicable.
- 3. Employees are permitted to use personal business days for official religious holidays, provided notice is given to the immediate supervisor.
- 4. This day may not be taken immediately preceding or following a holiday or school recess, unless permission is applied for by the employee and granted by the Assistant Superintendent for Staff and Community Services. This policy provides that, at the end of the school year, unused personal business days will be added to the employee's sick leave bank, for possible future use in accordance with the sick leave policy.
- D. Employees of the District who are hired into another District position will carry their accumulated sick and personal leave banks with them.
- E. Jury Duty - Court Subpoenas
A Leave of Absence shall be granted an employee called for jury service or served with a subpoena to appear in a court on a school related matter, provided the Board shall only be obligated to pay an amount equal to the difference between the employee's salary, as computed on a daily basis, as set forth in Article VI of this Agreement, and the daily jury duty fee paid by the Court.
- F. 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 or conference. The employee may elect to either a) deduct vacation days under Article VI. or b) attend the convention or conference without pay.
- G. Adoption/Guardian Leave
 - 1. An unpaid leave of up to four (4) weeks will be granted to an employee upon placement of a child in the home by an adoption agency or officer of the court.
 - 2. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave.
 - 3. The position resulting from this leave may be filled by a long term substitute for up to four (4) weeks.
 - 4. During the leave, the Board will continue to provide the fringe benefits found in Article VI.
- H. 1. Any employee not utilizing any sick leave days according to Article IX.A.2. within a contract year will be granted two (2) additional vacation days during nonstudent attendance days.
- 2. Any employee not utilizing any sick leave days and also not utilizing any personal business days, within a contract year, shall receive one (1) vacation day in addition to the two (2) vacation days received in H.1. above, to be used during nonstudent attendance days.

ARTICLE X - CONFERENCES AND CONVENTIONS

A. Participation

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

B. Financial Arrangements

1. Reimbursement
 - a. In order to secure the benefits to the school program of appropriate personnel participation in the conference policy, with minimum influence from personal financial circumstances, it is desirable the expenses of the conference or convention delegate be totally reimbursed. However, when the predicted expenses of attendance or the number of personnel recommended to attend indicate a cost which exceeds the funds deemed by the Superintendent to be available for attendance at a given conference or convention, reimbursement of individual expenses may be made up to a specified limit, or other appropriate partial reimbursement may be made to the delegate.
 - b. An itemized account is required which will include details of transportation costs (based upon public carrier charges), meals, lodging, and registration fees. This report is to be submitted not more than thirty (30) days after the conference or convention.

ARTICLE X - CONFERENCES AND CONVENTIONS (continued)

C. Conference Reports

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

- D. Inservice: The Association may recommend inservice programs appropriate to members of the bargaining unit to the Superintendent or his/her designee.

ARTICLE XI - RETIREMENT

- A. All members of the unit will be retired mandatorily according to Board policy of applicable state or federal law.

- B. Upon retirement of the employee the Board agrees to pay 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. For the purposes of this section, a full day will be considered six (6) hours. Eligibility for the benefit will be based on:

1. Five (5) years of service to the District and attaining age 60, or;
2. Fifteen (15) years of service to the District and attaining the age of 55, or;
3. 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. Definition of Grievance: A grievance is defined as an alleged violation of a specific article and section of this Agreement.

- B. All time limits herein shall consist of regular work days. Work days shall be defined as work days exclusive of holidays or days between September and June when school is not in session. The tolling date for all responses/appeals or 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 grievant 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.

ARTICLE XII - GRIEVANCE PROCEDURE (continued)

C. Procedure for Processing Grievance

1. Step One: The grievance shall first be discussed with the immediate supervisor in an attempt to resolve the problem informally.
2. Step Two:
 - a. If the matter is not satisfactorily resolved orally by the supervisor, the employee or the Association may file a signed, written statement of the grievance with the supervisor. Said grievance must be filed in writing, within ten (10) days of the time the grievance arises.
 - 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;
 - 4) indicate the relief requested by the employee and/or Association, if the grievance is supported by the Association.
 - c. The supervisor shall respond, in writing, to the grievance within ten (10) days. If the grievant is not satisfied with the decision, the grievant may within ten (10) days after the date of the step two decision, appeal the grievance to the Assistant Superintendent for Staff and Community Services.
3. Step Three:
 - a. The Assistant Superintendent for Staff and Community Services or his/her designee will have the option of holding a hearing on the grievance within ten (10) days, and then issuing a decision within ten (10) days after the hearing, or issuing a written decision within ten (10) days after the grievance is received in the Personnel Office. In the event a hearing is held, the employee, Association representatives up to three (3), and such representatives of the administration as it deems necessary, will meet in an attempt to resolve the grievance.
 - b. Copies of the Step Three written decision following the hearing or the ten (10) day period will be sent to the involved employees and/or the Association president or his/her designee.
4. Step Four:

If the employee or Association is not satisfied with the Step Three decision, or the Step Three decision is not rendered at Step Three within ten (10) days, the employee or Association may appeal the grievance to the Superintendent. The appeal will contain the grievance, Step Three decision, and the reasons why the appeal is being made. The Superintendent within fifteen (15) days, shall render a written decision on the grievance and send copies of the decision to the individual employees and the Association President.

ARTICLE XII - GRIEVANCE PROCEDURE (continued)

C. 5. Step Five:

- a. If the employee or Association is not satisfied with the Step Four decision, only the Association within twenty-five (25) days may submit the grievance to arbitration.
- b. The submission to arbitration shall contain a statement of the issue to be arbitrated and references to the specific article and section allegedly violated. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. 1) It shall be the function of the arbitrator, and he/she shall be authorized and empowered, except as 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:
 - a) The arbitrator shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b) He/she shall not establish salary scales or change any salaries.
 - c) He/she shall not rule on those matters previously exempted from the grievance procedure.
 - d) He/she shall not change any practices, policies, or rule of the Board, nor substitute his/her judgement for that of the Board as to the reasonableness of any practices, policy, rule, or any action taken by the Board.
 - e) He/she shall not make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the Agreement.
 - f) His/her power and authority shall be limited to deciding whether the Board has violated the express article and section of this Agreement.
 - g) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - h) 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(s) involved, and the Board, each of whom expressly agree to abide by such decision.

ARTICLE XII - GRIEVANCE PROCEDURE (continued)

- C. 5. c. 2) The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements and proof are submitted to him/her.
- 3) The fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of a witness called by the other.
6. Claims for back pay shall not exceed twenty (20) days from the date on which the grievance was filed. All claims of back wages shall be limited to the amount of wages the employee would otherwise have earned.
7. All claims arising out of the same transaction or event shall be joined at the second step of the grievance procedure or forfeited.
8. Any grievance occurring during the period between the termination date of this Agreement and the effective date of the new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed. No grievance shall be submitted to arbitration after the expiration of this Agreement.
9. Nothing contained in this Article shall be construed as limiting the right of an employee having a grievance to discussion 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 - NEGOTIATION PROCEDURES

- A. 1. Not later than March 1, in the school year in which this Agreement expires, the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning employees' salaries, hours, and other conditions of employment. Any agreement so negotiated shall apply to all employees and shall be reduced to writing and signed by the Board and the Association.
2. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board agrees to make available to the Association, in response to written request, available information concerning the financial resources of the District and tentative budget requirements and allocations which are presented at any meeting of the Board, or before any government agency.
3. If the negotiations in this Section A. have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed.

ARTICLE XIII - NEGOTIATION PROCEDURES (continued)

- B. 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and responsibilities.
2. Therefore, the Board and the Association, for the life of this Agreement, agree the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.
- C. The Association agrees that during the term of this contract Agreement, neither it nor any employee shall engage or participate in, authorize, or sanction any strike whatsoever, whether it be sit-down, sit-in, sympathetic, walk-out, or any other kind; neither it nor any employee shall authorize any work stoppage, continuous meetings involving work stoppage, picketing of any of the District's schools or premises, nor shall it limit or curtail any of the District's normal functions. The Association agrees the District shall have the right to discipline (including discharge) any employee who violates this Section.
- D. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed, at the expense of the Board, and made available to all employees now employed, and hereafter employed, at or prior to the time of employment. Fifty (50) copies will be provided to the Association.
- C. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Association, and employees in the bargaining unit, and in the event any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XV - DURATION

- A. 1. The provisions of this Agreement shall become effective upon ratification by both parties and shall continue in full force and effect to, and including, June 30, 1998, with the exception of Appendices A., B, and C and Article XI.B. which will be retroactive to July 1, 1992 for all bargaining unit members.
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.
3. If no notice of termination or modification is given by either party, as provided for herein, then this agreement shall automatically renew itself and continue in full force and effect from year to year.

FARMINGTON ESP, MEA-NEA:

By: Carmen McLachlan
Carmen McLachlan, President

By: Judy Gucciardo
Judy Gucciardo

By: Sally Krause
Sally Krause

By: Laura Lindgren
Laura Lindgren

By: Zan Alley
Zan Alley, Chief Spokesperson

FARMINGTON BOARD OF EDUCATION:

By: Cathleen Webb
Cathleen Webb, President

By: Joseph Svoke
Joseph Svoke, Vice-President

ADMINISTRATION:

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 RATE SCHEDULE

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>
0	10.37	10.16	9.38	9.02
0.5	10.71	10.55	9.69	9.32
1	11.03	10.84	9.98	9.60
1.5	11.39	11.17	10.31	9.91
2	11.72	11.51	10.62	10.21
2.5	12.06	11.86	10.91	10.49
3	12.39	12.17	11.21	10.78
3.5	12.72	12.50	11.54	11.10
4	13.05	12.84	11.86	11.40
4.5	13.80	13.66	12.54	12.06
5	14.56	14.34	13.25	12.74

Licensed Practical Nurse and Certified Occupational Therapist Assistant - \$14.67. The Board of Education will continue to contribute the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System for each employee.

APPENDIX B
1993-94 HOURLY RATE SCHEDULE

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>
0	10.78	10.57	9.76	9.38
0.5	11.14	10.97	10.08	9.69
1	11.47	11.27	10.38	9.98
1.5	11.85	11.62	10.72	10.31
2	12.19	11.97	11.04	10.62
2.5	12.54	12.33	11.35	10.91
3	12.89	12.66	11.66	11.21
3.5	13.23	13.00	12.00	11.54
4	13.57	13.35	12.33	11.86
4.5	14.35	14.21	13.04	12.54
5	15.14	14.91	13.78	13.25

Licensed Practical Nurse and Certified Occupational Therapist Assistant - \$15.26. The Board of Education will continue to contribute the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System for each employee.

APPENDIX C
1994-95 HOURLY RATE SCHEDULE

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>
0	11.21	10.99	10.15	9.76
0.5	11.59	11.41	10.48	10.08
1	11.93	11.72	10.80	10.38
1.5	12.32	12.08	11.15	10.72
2	12.68	12.45	11.48	11.04
2.5	13.04	12.82	11.80	11.35
3	13.41	13.17	12.13	11.66
3.5	13.76	13.52	12.48	12.00
4	14.11	13.88	12.82	12.33
4.5	14.92	14.78	13.56	13.04
5	15.75	15.51	14.33	13.78

Career Resource Center Technician - \$15.99. Licensed Practical Nurse Certified and Occupational Therapist Assistant - \$15.87. The Board of Education will continue to contribute the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System for each employee.

APPENDIX D
1995-96 HOURLY RATE SCHEDULE

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>
0	11.43	11.21	10.35	9.96
0.5	11.82	11.64	10.69	10.28
1	12.17	11.95	11.02	10.59
1.5	12.57	12.32	11.37	10.93
2	12.93	12.70	11.71	11.26
2.5	13.30	13.08	12.04	11.58
3	13.68	13.43	12.37	11.89
3.5	14.04	13.79	12.73	12.24
4	14.39	14.16	13.08	12.58
4.5	15.22	15.08	13.83	13.30
5	16.07	15.82	14.62	14.06

Career Resource Center Technician - \$16.31. Licensed Practical Nurse, Certified Occupational Therapist Assistant and Media/Computer Technician - \$16.19. The Board of Education will continue to contribute the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System for each employee.

APPENDIX E
1996-97 HOURLY RATE SCHEDULE

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>
0	11.66	11.43	10.56	10.16
.5	12.06	11.87	10.90	10.49
1	12.41	12.19	11.24	10.80
1.5	12.82	12.57	11.60	11.15
2	13.19	12.95	11.94	11.49
2.5	13.57	13.34	12.28	11.81
3	13.95	13.70	12.62	12.13
3.5	14.32	14.07	12.98	12.48
4	14.68	14.44	13.34	12.83
4.5	15.52	15.38	14.11	13.57
5	16.39	16.14	14.91	14.34

Career Resource Center Technician - \$16.64. Licensed Practical Nurse, Certified Occupational Therapist Assistant and Media/Computer Technician - \$16.51. The Board of Education will continue to contribute the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System for each employee.

APPENDIX F
1997-98 HOURLY RATE SCHEDULE

	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>
0	11.89	11.66	10.77	10.36
0.5	12.30	12.11	11.12	10.70
1	12.66	12.43	11.46	11.02
1.5	13.08	12.82	11.83	11.37
2	13.45	13.21	12.18	11.72
2.5	13.84	13.61	12.53	12.05
3	14.23	13.97	12.87	12.37
3.5	14.61	14.35	13.24	12.73
4	14.97	14.73	13.61	13.09
4.5	15.83	15.69	14.39	13.84
5	16.72	16.46	15.21	14.63

Career Resource Center Technician \$16.97. Licensed Practical Nurse, Certified Occupational Therapist Assistant and Media/Computer Technician - \$16.84. The Board of Education will continue to contribute the five percent (5%) employee contribution to the Michigan Public School Employees' Retirement System for each employee.

APPENDIX A
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.

Jan. Alley
For the FEA, ESP, CMC, FTA

dated: 8/20/92

Susan H. Zuvales
For the Farmington Public Schools

dated: 8/20/92

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Prepared by the Farmington ESP, MEA-NEA

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