

FARMINGTON CUSTODIAL, MAINTENANCE AND CAFETERIA ASSOCIATION

AND

FARMINGTON PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

May 6, 2011

It is hereby agreed between the Farmington Public Schools Board of Education ("the School Board") and the Farmington Custodial, Maintenance and Cafeteria Association, MEA/NEA ("the Association"), that, in tentative settlement of all outstanding issues under negotiation, the bargaining teams hereby agree, and agree to recommend ratification to their respective parties, as follows:

1. The parties agree to a contract effective July 1, 2011 up to and including June 30, 2014.
2. The terms of the parties' contract shall be the same as the parties' prior agreement, except as amended by the terms of this Settlement Agreement.
3. Unless otherwise set forth herein, the provisions of this Agreement shall become effective July 1, 2011.
4. The terms in this Agreement will apply to custodians only.
5. Wages-
 - 2011-2012 25% pay reduction for Tier 1 employees
 - 10% pay reduction for Tier 2 employees
 - 2012-2013 0%
 - 2013-2014 0%
6. The parties agree the reimbursement of furlough days and unpaid half steps during the 2010-2011 school year will be waived by the Association. This provision does not preclude the School Board from placing employees on the appropriate step during the 2011-2012 as referenced in Section III of the Memorandum of Agreement between CMC and FPS dated August 30, 2010.
7. Effective July 1, 2011, employees will pay 30% of the cost of premiums for medical, dental and vision. The employee's contribution will be based on 30% of the actual premium for such coverage. Deductions for the premium amounts will be spread over nineteen (19) consecutive pays.

8. Effective July 1, 2011, all bus mechanics will become members of the Farmington Transportation Association.
9. Effective July 1, 2011, Article VI. A. 13 eliminate longevity payments for custodians.
10. Effective July 1, 2011, the three holidays between Christmas and New Year's Eve Day will be eliminated and Article VI. B. 1.a shall be revised as follows:

For the 2011-2012 work year each employee will have the following holidays:

~~Friday before Labor Day*~~

Labor Day

Thanksgiving Day

~~Day after Thanksgiving~~

Christmas Eve Day

Christmas Day

~~December 26, 27, 28 (employees hired before July 1, 2008 only)~~

New Year's Eve Day

New Year's

~~Martin Luther King Jr. Day*~~

Good Friday

Memorial Day

Independence Day

11. Effective July 1, 2011, Article VI. C. Vacations shall be revised to reflect a maximum accumulation of 10 vacation days for Tier 1 employees and 7 vacation days for Tier 2 employees.
12. Effective July 1, 2011, Article VII. E. 1. a. shall be revised as follows:
 1. A normal work shift for other than nutrition services employees will consist of not more than 495 minutes of scheduled time which will be broken by a fifteen (15) minute rest period midway through the first four (4) hours and a fifteen (15) minute rest period midway through the second four (4) hours and a one-half (1/2) hours

scheduled lunch period. The scheduled lunch period will consist of ~~fifteen (15) minutes paid and fifteen (15)~~ **thirty (30) minutes** unpaid time.

13. Effective July 1, 2011, Article VII. G. 1. a. shall be revised as follows:

1. a. All work performed in excess of forty (40) hours during a scheduled work week ~~or work performed in excess of eight (8) hours a day~~, will be paid at the rate of time and one-half.

14.. Effective July 1, 2011, Article VII. M. 1. shall be revised as follows:

1. Custodial/Maintenance Employees:

All employees are expected to report for work and work their normal amount of hours. Secondary heads and custodians will begin their 8 hour shift at noon. If they are unable to report at noon, they will report for their regularly scheduled shift. Maintenance employees, elementary head and secondary assistant head custodians will maintain regular schedules unless a supervisor grants individual exceptions. Employees who report to work will earn a compensatory day, to a maximum number of **three (3)** ~~five (5)~~, for each day they report when schools have been closed. Employees who do not report will be charged a personal leave day or vacation day, at the employee's choice. In the event they don not have a vacation or personal leave day available, they will be allowed to use a sick day. In the event they have no sick days they may take a day without pay. The personal, sick or day without pay will be exempt from consideration in Article VIII B.8.a and/or Article VIII B.1.e. the District reserves the right to reassign employees to other buildings as needed.

16. Effective July 1, 2011, Article VIII B. 1. shall be revised to reflect a ½ day of sick leave per month instead of 1 sick day per month up to a maximum of 5 days per year cumulative.

17. Effective July 1, 2011, Article VIII B. 2. shall be revised as follows:

Employees shall be granted **two (2)** ~~four (4)~~ days of personal leave per year with full pay at the straight time rate provided:... (remainder of section to remain as is)

18. In lieu of the concessions contained in this Agreement, the Board agrees to continuously employ members of the Association during the life of the agreement between the parties.

19. It is understood that the concessions contained in this Agreement were made to allow members of the Association to maintain their employment with Farmington Public Schools.

20. The Association will hold a ratification meeting as soon as possible and will notify the School Board, in writing, of the results of the ratification meeting. The School Board will ratify the contract as quickly as possible after the Association's ratification meeting.



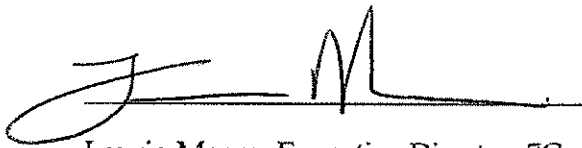
Richard Green, President

Farmington CMC



David Ruhland, Asst. Superintendent

Farmington Public Schools



Laurie Moore, Executive Director, 7G

MEA/NEA