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**Master Contract**  
*between the*  
**Farmington Board of Education**  
*and the*  
**C.M.C., MEA/NEA**  
**2011-2014**  
**Farmington, Michigan**

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## **PREAMBLE**

This Agreement was entered into on May 6, 2011(custodial) and June 9, 2011 (maintenance and nutrition) between the Board of Education of the Farmington Public School District, Oakland County, Michigan and the Farmington Custodial, Maintenance and Cafeteria Association, MEA-NEA (CMC)

## **ARTICLE I - RECOGNITION**

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

## **ARTICLE II - PAYROLL DUES DEDUCTION**

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

**ARTICLE II - PAYROLL DUES DEDUCTION (continued)**

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

## **ARTICLE II - PAYROLL DUES DEDUCTION (continued)**

- C. 4. Check-off deductions, under all properly executed Authorization for Check-off of Dues forms, shall become effective at the time the application is tendered to the employer, and shall be deducted according to annual notification from the Association thereafter.
5. The Association will provide to the employer any additional Authorization for Check-off of Dues forms, under which Association membership dues are to be deducted.
6. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
7. Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible but not later than one week after the deductions have been made. The Board shall furnish the designated financial officer of the Association, monthly, with a list of those for whom the Association has submitted signed Authorization for Check-off of Dues forms but for whom no deductions have been made.
8. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the employer of the names of such employees following the end of each month in which the termination took place.
9. Any dispute between the Association and the employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-off of Dues form shall be reviewed with the employee by a representative of the Association and the designated representative of the employer.
10. The employer shall not be liable to the Association, by reasons of the requirements of this Agreement, for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
11. The Association will be allowed to change its payroll deduction amount for dues during the year, provided that thirty (30) days' notice is given, by the Uniserv Director or the President of the Association, to the Business Office before the change is to occur.

## **ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. 1. The Association and its members shall have the right to use school building facilities for meetings at all reasonable hours, at no expense to the Association, in accordance with existing Board policies. A building permit shall be secured from the office of the facility's scheduler.
2. A reasonable portion of the existing bulletin board in each work location will be reserved for and maintained by Association members for Association business.
3. All employees shall have access to a telephone at all reasonable times for emergency use.
- B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.

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

C. Anti-Harassment

1. An environment of mutual respect for the rights and dignity of others must prevail if the Farmington Schools are to fulfill their educational purposes. Staff and Board of Education members are encouraged for form, hold, and express their own beliefs and opinions. However, a staff or Board member's exercise of free expression must not interfere with the acknowledged rights of students, staff, Board members, and other personnel to be free from derogatory or other objectionable conduct of a physical or verbal nature, based upon religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, or disability where such conduct has the purpose or effect of substantially interfering with said person's employment or education, or creating an intimidating, hostile or offensive employment or educational environment. Any such conduct shall be considered harassment. It is the policy of the school district to provide students, staff, Board members, and other personnel with an atmosphere, which is free from any form of harassment. Harassment of any kind by a supervisor, Board member, or employee of the school district will not be tolerated. Swift, appropriate, and firm disciplinary action will be taken against any school district employee or Board member found to have violated this policy against harassment. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.
2. Reporting Procedures – See Appendix D.

D. A unit member will not be required to transport students except in the case of emergency. An employee who is assigned to transport students will be granted compensatory time off or overtime pay for the amount of time spent transporting the students, as arranged with the supervisor.

- E.
1. In the case of an emergency during non-business hours, employees will contact a number provided by the District.
  2. All members of the bargaining unit will report their telephone number to their building principal and the appropriate supervisor's office.
  3. Head and Assistant Head Custodians will be provided the phone numbers of the custodians working in their building.

F.

1. In the interest of fostering a continued good relationship between the District and members of the CMC Unit, the Association will be granted one thousand forty (1040) hours pay for Association business, as certified by the Association president, provided the appropriate supervisor receives at least 24 hour notice, if possible, of intention to use the Association day/hours. Following each use of a day or hours the Association will notify the appropriate supervisor of the amount of time used for Association business. In the event the days/hours exceed those allocated to the Association, the Association will reimburse the District for any additional salary costs incurred, if any, for the replacement employee and/or substitute. If the Association does not use all of its allocated Association days/hours by the end of the contract year, it will be permitted to carry over the unused days/hours to be used in the following contract year. Once a year, two delegates will be released to attend the MEA Representative Assembly without charge to the Association or the individual.

### **ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**(continued)**

- F. 2. The Association President will be released up to one half (1/2) of his/her work day in accordance with a release plan to be submitted by the Association to the appropriate supervisor for approval at least thirty (30) days prior to each contract year. Prior to the start of the work year, the Association and the appropriate supervisor agree to meet to review the plan and address any concerns. This release time shall be deducted from the one thousand forty (1040) hours provided for in F.1. The balance of the hours will be available for use by the Association pursuant to the provisions of F.1.
- 3. The appropriate supervisor will accommodate the approved release plan for the President.
- 4. Employees may also be released with approval of the supervisor to attend to school business. Employees will also be released to attend to MEA business, as certified by the president, if the Association reimburses the District for wages of the employee.
- 5. Any employee being selected as a delegate to any Association convention or conference necessitating a temporary leave of absence, shall be allowed time off for the convention. The employee shall have the option of attending the convention or conference without pay or the employee may use his/her vacation days. If the employee elects to take time off without pay, the five (5) day provision in Article VIII.B.8. will not apply.
- G. Upon written request, the District will forward any requested public information to the Association and the Association president. In addition, the District will forward to the Association and the Association president:
  - 1. Agendas and minutes of all Board meetings.
  - 2. Annual audit of the School District.
  - 3. Proposed annual budget and final budget, as adopted by the Board.
  - 4. Changes in Board Policies and By-laws.
  - 5. Employee Personnel Action Forms, including date of hire, salary, classification and building.
- H. It is the responsibility of the Association and each employee to honor the terms of this Agreement. In addition, it is the responsibility of each employee to honor Board policies and administrative regulations not in conflict with this Agreement. The Association, its designated representatives, and employees shall not assume authority to advise or direct employees to disregard the normal instructions of the Board or District representatives. No employee shall assume supervisory authority as it relates to discipline.
- I. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Board that:
  - 1. Upon initial employment, each employee shall provide, by certification of his/her private physician, evidence of:
    - a. Such state of health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.



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

- I.
  1. b. Freedom from active tuberculosis and other communicable diseases.
  2. As a condition of continued employment, upon initial hiring and as required by law thereafter, all members of the bargaining unit must submit to a chest X-ray or a skin test, showing the person is free from tuberculosis. The District will provide for skin tests for members of the Unit, when required by law.
  3. The Board may, at its discretion, require that employees undergo physical and medical tests and examinations by a Board appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, student health and safety, etc., provided, however, that the Board will pay the cost of such tests and examinations. Should a dispute arise between the Board's physician and employee's physician, the employee shall be examined by an appropriate specialist in the area of controversy at Henry Ford Hospital or University of Michigan Hospital or any of their satellites, for final determination. The cost of the latter examination will be paid for by the Board if the cost is not covered by the employee's health insurance coverage.
- J.
  1. Any case of alleged assault and/or battery by an employee upon a student, which had its inception in a school-centered problem, will be promptly reported to the principal or supervisor for investigation and action.
  2.
    - a. Any case of alleged assault and/or battery by a student upon an employee will be promptly reported to the principal or supervisor for investigation and action under the student code of conduct.
    - b. A meeting will be held with the employee and/or a designated Association representative and the administrator to determine whether assault and/or battery occurred.
    - c. A meeting may also be held with the principal or supervisor, the employee and/or a designated representative, and the student and/or the parent.
    - d. In the event a principal or supervisor determines that there has been assault and/or battery by a student upon an employee the student will be suspended according to the terms of the student code of conduct. In unusual circumstances involving a student seven years or younger or a Special Education student, the Executive Director of Safe Schools and Student Services may approach the Association for a deviation of the penalty or procedures outlined above; which will not be unreasonably denied.
  3. In any case of alleged assault and/or battery where the employee is not found responsible by the principal or supervisor, the Board shall provide legal counsel to advise employees of their rights and obligations and shall render other assistance it deems necessary to the employee in connection with handling the incident by law enforcement and judicial authorities.
  4. Time lost by employees other than for disability in connection with incidents described above will not be charged to employees unless employees are adjudged guilty, or judgment is rendered against them in conjunction with such alleged assault and/or battery upon them in a court of competent jurisdiction.

### **ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**(continued)**

- J. 5. In the event the immediate supervisor determines that a student has assaulted and/or battered a member of the unit, the District will reimburse the employee for any loss or damage to the clothing or personal property of the employee following a report to the Business Office.
  
- K. 1. Employees will not be required to directly supervise students. Excluded from this provision will be employees assigned to locker rooms and who ride the school buses under special circumstances.
  
- 2. All employees will continue to observe and report inappropriate student behavior to the proper authorities.
  
- L. 1. All absent employees or their agent will report their impending absence by contacting the automated absence reporting system (phone or web) using the following procedure.
  - a. Department Group I – Nutrition Services. High school/middle school Kitchen Managers and the Kitchen Manager at Cloverdale are expected to call in their absence at least two (2) hours prior to the time their shift starts. Satellite Managers and three (3) hour or more but less than five (5) hour Kitchen Helpers are expected to call in their absence three (3) hours prior to the time their shift starts. Five (5) hour or more but less than full time Kitchen Helpers are expected to call in their absence two (2) hours prior to the time their shift starts. If an absence cannot be reported within the times stated above, it will be necessary for the employee to call his/her immediate supervisor.
  
  - b. Department Group II – Maintenance and Operations. Those employees working the day shift are expected to report their absence at least two (2) hours prior to the time their shift begins. Employees working any other shift are expected to call at least four (4) hours prior to the time their shift begins. If an absence must be reported after the time stated above, it will be necessary for the employee to call their immediate supervisor.
  
  - c. Prior to the District implementing a change in the automated absence reporting system, the parties will meet to cooperatively modify the above language, as needed.
  
- 2. The telephone number for the automated system as well as directions for use shall be provided to all employees. If for any reason an employee is unable to report their absence using the automated system they must call their immediate supervisor. Designation of an absence type does not negate any other contractually mandated requirements for authorization or approval.
  
- 3. Absences requiring a supervisor's approval (i.e. vacations, personal leave, funeral, etc.) are to be reported to the automated system following such approval. Any alteration or cancellation of a pre-arranged absence must be approved by the supervisor and then reported on the automated absence reporting system.
  
- 4. If the employee reports to work after having reported an absence for that day, and a substitute reports for work to cover the reported absence, the substitute's salary may be deducted from the employee's salary, if there are no other assignments for the substitute.

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

M. Representation of Employees

1. Members of the bargaining unit will be represented, in order, by the 1) President, 2) Uniserv Director, and 3) Vice President. Authorized representatives of the Association will be certified annually by July 1 to the Superintendent of Schools and changes will be reported as they occur.
2. When an Association representative is required by contract or requested by an employee, the President will be contacted. In the event that the President is unavailable or the Association office is closed, the Uniserv Director, and then the Vice President, will be contacted. In the event all three Association representatives are unavailable and this is not a disciplinary issue, a cluster representative may be present.
3. In the event none of the three (3) Association representatives certified to the Superintendent, in order of contact, are available, the meeting with the employee will not be held and the employee may be suspended until such meeting can occur.
4. Association representatives attending requested meetings or grievance hearings will not suffer loss of pay if they are called away from their employment duties by a Board or District representative. As a courtesy, supervisors, head or assistant head custodians and Nutrition Services managers will be notified by the Association representative that they are leaving work due to a Board or District representative's request.
5. Association representatives authorized in Article III.M. and/or the Association Grievance Chairperson, will be permitted to investigate employee grievances during work hours, with pay, provided that:
  - a. The investigation of grievances is done as expeditiously and with as little interruption of normal school operations as possible.
  - b. The appropriate supervisor and principal are notified that the Representative is leaving work.
  - c. If the representative goes into another building to investigate a grievance, the principal will be notified. As a courtesy, the head or assistant head custodians and Nutrition Services managers will also be notified by the representatives when appropriate.
  - d. The representative returns to work as promptly as possible, and upon returning reports at once to his/her supervisor and principal.
  - e. Any abuse of the above procedures will be grounds for disciplinary action after the abuse has been discussed with the Association representative involved and a representative of the Association.

N. Discipline of Employees

1. The Board will retain the sole right to establish, adopt, publish, change, amend, and enforce reasonable rules of conduct for employees to follow, not in conflict with this Agreement. The Board shall retain the right to warn, reprimand, lay off, discharge, demote, and/or transfer any and all employees who violate these rules of conduct.

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

- N.
2. Board and District rules of conduct may be changed by publication ten (10) work days prior to their effective date.
  3. The Board will retain the right to assess a penalty less severe than that prescribed for a given rule of conduct, provided further, however, that this shall not constitute precedent for assessment of a lesser penalty in subsequent cases involving violation of the same rule. All rules of conduct will be applied and penalties will be administered in a fair manner in each individual case.
  4. Employees are entitled to full rights of citizenship and no employee will be disciplined or discriminated against for exercising these rights. Unless it adversely affects their work performance according to this contract, the private and personal life of an employee is not within the appropriate concern or attention of the District or Association unless criminal charges have been filed against the employee, at which time the Board or District representatives will take appropriate action.

O. Discipline Appeal Procedures For Employees

1. No employee will be disciplined, demoted, dismissed, suspended with or without pay, or reprimanded without just cause. Just cause will include, but not be limited to, inefficiency or incompetence, insubordination against the rules of conduct of the Board of Education, and moral misconduct.
2. Both parties agree that employees shall be reprimanded or disciplined privately by the Board or District representatives, and not in front of parents, students, or unconcerned personnel.
3. Discipline of employees will be subject to the grievance procedure as set forth in this Agreement, provided, however, that the District's decision on the termination of the service of any probationary employee will be final and not subject to the grievance procedure, unless such termination was for Association activities.
4. Should official disciplinary action be likely to occur at or following any given meeting, the employee shall be advised immediately of said possibility and be advised by the Supervisor of the right to representation under this provision of the contract.
5. The Board agrees, promptly upon discipline of an employee, to notify, in writing, the Association president and the Association office of the disciplinary action.
6. In the event the employee and the Association, if the appeal is supported by the Association, wishes to appeal a disciplinary action, the Uniserv Director or Association President may do so within ten (10) regularly scheduled working days of the notice of disciplinary action. The appeal will be delivered to the Human Resources Office and treated as a grievance appeal filed at Step 2 of the grievance procedure. At their option, representatives of the District reserve the right to delay disciplinary time off until completion of Step 2 of the grievance procedure.
7. a. The Board shall utilize progressive discipline prior to the discharge of any employee for minor infractions; such as absenteeism, tardiness, and substandard work performance.

### **ARTICLE III - ASSOCIATION/EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**(continued)**

- O. 7. b. Progressive discipline need not be given to any employee for major infractions on the job, such as intoxication, theft and fighting.
- c. 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 twelve (12) months previously or major infractions which occurred more than eighteen (18) months previously.
- d. An employee discharged or suspended in accordance with this provision may file a written grievance at Step Two of the Grievance Procedure.

P. Employee Personnel Files

- 1. The personnel file will be kept in a central location under the supervision of the Director of Human Resources.
- 2. All documents, communication, and records dealing with the processing of grievances shall be filed separately from the personnel file of the participants. A memorandum may be placed in the employee's file indicating future direction to an employee that may result from the resolution of a grievance.
- 3. Copies of written compliments of an employee's work performance will be placed in his/her personnel file and a copy sent to the employee and the employee's supervisor. The copy will be clearly annotated "Personnel File".
- 4. a. Written complaints by a supervisor or administrator about an employee's work performance will be placed in the personnel file provided the employee has reviewed the written complaint and signed a copy of same. Such signature will be to indicate awareness of the material but in no instance will said signature be interpreted to mean agreement with the content of the material. Refusal to sign a complaint placed in a personnel file will be noted on the document. The employee may submit a dissenting opinion and/or clarifying statement to the complaint for inclusion in the file.
- b. 1) Complaints made by a parent, pupil, nonsupervisor staff or members of the community, shall be promptly called to the attention of the employee. Prior to the complaint or supervisor's findings being placed in the personnel file, the supervisor shall review it to determine if it has validity. If the complaint is found to be invalid, neither the complaint nor the supervisor's findings will be put in the personnel file.
- 2) If any complaints are received, which are anonymous to the employee, the employee shall be notified but no action will be taken on them and they will not be placed in the employee's personnel file. No unsigned complaints or complaints that were signed with the signature blocked out or obliterated may be placed in the employee's personnel file.
- 5. No records may be entered into an employee's personnel file by a Board representative regarding a fact or occurrence about an employee later than six months following the occurrence or knowledge of the occurrence by the Board representative.

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

- P. 6. All employees will have the option of placing materials related to their employment in their personnel files. At the request of the employee, letters of compliments will be added to the employee's personnel record.
7. Upon written request, an employee will have the right to review the contents of his/her personnel file. An Association representative or another individual will have the right to review an employee's personnel file only with the written permission of the employee. A District representative may review an employee's personnel file if a legitimate reason is demonstrated to the Supervisor.
- Q. The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):
1. Once a FOIA request is received by the District, the involved bargaining unit member and the Association Uniserv Director and/or Association President shall be promptly notified and provided with a copy of the FOIA request.
  2. If requested by the employee, and as soon as possible, the District will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested, provided schedules permit within FOIA timelines.
  3. The District will attempt to honor all exemptions regarding production of documents as identified in FOIA, to the extent they apply.
  4. Disciplinary reports, letters of reprimand and other records of disciplinary action which are more than four (4) years old will not be released, unless mandated by law.
  5. Records relating to unsubstantiated complaints against an employee and/or investigatory record into an employees conduct, where disciplinary action is not taken, will be expunged and not released to third parties.
  6. On any documents that are to be released under a FOIA request, all material deemed to be exempt must be redacted.
- R. The employee will be entitled to attach a dissenting opinion or clarifying statement to any written communication sent by an administrator to an employee regarding his/her work performance. This document will be initialed or signed by the administrator and employee.

**ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities.

#### **ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES (continued)**

- A. 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion: and to promote and transfer all such employees.
- 3. To determine the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The Board will continue to apply the provisions of the Agreement without regard to race, color, religion, creed, sex, sexual orientation, national origin, disability, marital status, height, weight, or age.

#### **ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL**

- A. There shall be for the purposes of seniority two (2) departments:
  - 1. Nutrition Service Employees – Nutrition Services
  - 2. Maintenance employees, operations employees, and shipping and receiving employees.
- B. 1. Seniority will be defined as an employee's length of service as determined by Article V of this contract.
  - 2. a. The seniority date will be the first day of work for an employee in his/her department group.
  - b. In the event two (2) or more employees in the same department have the same seniority date, the order of seniority will be determined by the last four (4) digits of the employee's social security number (highest to lowest). This process for determining seniority dates will be effective for new hires after the ratification of the Master Agreement.
- 3. If an employee from one department receives a position in the other department, his/her seniority date will begin the first date of work in the new position. After completion of the probationary period (1 year), the employee's seniority date will be adjusted as follows:
  - a. Employees who worked six or more hours a day in their original department will have their seniority date adjusted to reflect the uninterrupted time spent in the original department.
  - b. Employees who worked less than six hours a day in their original department will have their seniority date adjusted to reflect one-half of the uninterrupted time spent in the original department.

**ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)**

- B. 3. c. The number of hours listed in 1) and 2) above refer to the number of hours worked in their last assignment.
- d. In the event layoffs are to occur and the employee affected has not completed their one (1) year probationary period, the employee will have his/her seniority date adjusted as described above. However, except for the early seniority adjustment, the probationary period for all other purposes shall remain in effect.
- 4. An employee's seniority date will be reduced to reflect the length of time he/she has been on a personal leave of absence.
- 5. The Board will keep an up-to-date seniority list at all times and make the list available to the Association and the Association President at any time. The Association, the Association President, and each building will be provided a complete up-to-date seniority list as of October 15 and February 15 every year. Any employee who believes he/she has been improperly placed on the seniority list shall notify the Board, in writing, within thirty (30) calendar days after the seniority list has been posted on the bulletin board.
- 6. The seniority list will show the name, seniority date, classification and building in seniority order (highest to lowest).
- 7. Loss of Seniority - An employee shall be terminated and lose his/her seniority rights if:
  - a. He/she quits.
  - b. He/she is discharged and the discharge is not reversed through the grievance procedure.
  - c. He/she is absent for five (5) consecutive working days without notifying the Board, and he/she fails to give explanations for the absence and lack of notice which are satisfactory to the School Administration.
  - d. He/she does not return to work when recalled from layoff, as set forth in the recall procedure.
  - e. He/she fails to return from a leave of absence at the end of the authorized period.
  - f. He/she is involuntarily laid-off for two (2) years or length of service, whichever is greater.
  - g. He/she retires.
- 8. A person who resigns and is rehired by the District within a thirty (30) day period will retain the following rights:
  - a. The same level of experience on the salary schedule as held prior to the resignation.
  - b. Unused sick leave and vacation days held prior to the resignation.
  - c. An adjusted seniority date to reflect the number of days in which he/she was not a member of the bargaining unit.



**ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)**

C. Layoff and Recall Procedures

1. The word "layoff" is defined as any reduction in the work force.
2. Layoffs will occur within the two Department Groups.
3. The employees whose positions have been eliminated will be notified by the District. The employees within the department will have the right, in seniority order, to replace a less senior employee in his/her pay classification or in a lower classification. In all instances the employee must be qualified to do the job as defined in Article IX.F. An employee will have five (5) work days to decide which position to take. An employee displaced by another employee has the right to the above procedure.
4. Those employees without a position at the conclusion of the displacement process will be notified of layoff in writing, by certified mail or hand delivery with a copy going to the Association and the Association President, at least fourteen (14) calendar days prior to the scheduled reduction. Employees will be placed on the District recall list in seniority order.
5. Those employees who at the conclusion of the displacement process are in a classification other than the job classification held prior to their displacement will be offered, in seniority order, the first subsequent vacancy occurring in their previous classification. In the event the vacancy being offered is declined, the employee will remain in the position received and all other rights to their prior position will terminate.
6. Employees will be recalled in seniority order provided they are presently capable of performing the available work. Notice of recall shall be sent to the employee's last known address by certified mail. Employees shall be given fourteen (14) calendar days in which to report for work after having been notified to report. If the employee fails to report for work within fourteen (14) calendar days of the receipt of the recall notice, he/she shall be considered as having terminated his/her employment. A copy of the recall letter will be sent to the Association.
7. Laid off employees will be offered vacant positions in a classification other than the classification from which they were laid off, provided they are qualified to perform the work and provided there are no qualified applicants from within their department group with higher seniority. Laid off employees may refuse the position and retain their recall rights.
8. In the event it becomes necessary to lay off an employee as a result of the return of an employee from a long term medical leave of absence, the District and Association will meet to discuss alternatives prior to issuing a notice of layoff.

- D. The District and the Association will meet to determine which provisions of this agreement (Article V.C. or D.) will apply if significant changes in work schedules and/or a significant reduction of hours are to be implemented by the District.

The following provisions will apply in the event of a job pick:

1. The District will notify the Association of any schedule changes once they are finalized.
2. The job pick will be limited to the affected classification(s).

**ARTICLE V - SENIORITY AND REDUCTIONS IN PERSONNEL (continued)**

- D. 3. The actual job-bidding process will be implemented based on seniority (beginning with the highest and ending with the lowest).
- 4. Positions for the job pick will be available to employees and the Association at least one (1) week prior to the job pick.
- 5. Positions shall include the total working hours and location(s).
- 6. Any absent employee will have the right to designate another bargaining unit member or an Association representative to pick a position for them provided they submit a written proxy.
- 7. The District and an Association representative will be present to record the employees' selections.
- 8. Employees will report to their new assignments as specified by their supervisor.
- 9. Employees working in higher paying classifications than those involved in the job pick will be permitted to participate if they request a demotion. Requests for demotion must be submitted in writing to the appropriate supervisor forty-eight (48) hours prior to the job pick.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS**

- A. 1. a. The straight-time, hourly wage rate shall be that listed in Appendix A.
- b. The November inservice day will be a regular work day for Nutrition Services employees. Employee's responsibilities on that day will be as determined by the supervisor and each employee will be compensated at their regular day's pay for that day.
- 2. Employees working on the third (3rd) shift will be paid a twenty-five (25) cent per hour shift premium. Maintenance workers working on the second (2nd) shift will be paid a twenty (20) cent per hour premium.
- 3. a. The Board agrees to make payroll deductions at the request, and by the authorization of any bargaining unit member for the following items:
  - 1) United Profession dues.
  - 2) Association service charge, as defined in Article II.
  - 3) Voluntary miscellaneous deductions authorized by the bargaining unit members and Association in writing and planned by agreement with the Personnel Office.
  - 4) Contributions for tax deferred annuities (403(b) plans and 457 plans). The 403(b) and 457 plans 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 these contributions. (see Appendix I)
  - 5) Credit Union deposits and payments.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- A. 3. a. 6) Insurance premium payments (limited to those insurance programs available during the open enrollment period of June).
- b. Regular salary payments will be issued bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines of the employee selected financial institution receiving such deposit. A pay stub reflecting the deposit will be issued to the employee either by hard copy or via online pay stub at the discretion of the District concurrently with the transfer of the direct deposit payment. The first payment at the beginning of the school year for less than 12 month employees will be issued the first payroll following the beginning of their work year.
- 4. Employees who are required to drive their automobiles in the course of their work shall receive a car allowance of thirty-five (35) cents per mile, unless in the future the Board shall act to give other units a higher rate at which time the rate shall apply to all members of the unit.
- 5. a. 1) On a daily basis, shipping and receiving, heating and ventilating, skilled maintenance, maintenance utility, and truck drivers, will wear approved uniforms provided by the District. Each employee will receive five (5) uniforms per year. Employees may purchase additional uniforms at their own expense at the District rate. The employee may request alternate clothing within the same cost. Requests for alternate clothing, which fall within district guidelines, will not be refused.
- 2) Nutrition Services employees will receive an annual one hundred fifty dollar (\$150) clothing allowance in the first pay of December each contract year to purchase appropriate work attire. In order to qualify for this allowance, the employee must provide receipts for items purchased.
- b. The District may, at its option, provide uniforms for custodial personnel. If that decision is made, input will be sought from Association representatives as to the type of clothing to be purchased. If the District provides uniforms, the custodial staff will be required to wear them.
- 6. a. Nutrition Services employees will receive an additional one dollar (\$1.00) per hour provided that they have successfully completed the Michigan Department of Education Statewide Training Program, Levels I and II, for Nutrition service employees. Employees will be eligible for the additional \$1.00 per hour for the MDE ESTP based on completion of the number of hours required at the start of their training unless that number of hours is reduced in which case they will be eligible based upon completion of the reduced number of hours. Employees will be eligible for an additional \$100 payment upon completion of "Serve-Safe" certification or recertification, up to once every five (5) years. Employees should apply for reimbursement of course fees in accordance with Section A.10. below.
- b. An additional one (1) dollar per hour will be paid to employees who maintain the following certifications or licenses:
  - 1) Heating, ventilating, and air conditioning (HVAC) persons holding State of Michigan unlimited heating and cooling licenses.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- A. 6. b. 2) Maintenance persons who are required by job posting qualifications to hold a journeyman's card or a specific license or certification. Employees are not required to maintain a current journeyman's card or membership in another association after being hired or promoted to a position for which it is required.
- 3) a) Employees in the positions of truck driver assigned to maintenance will be required to obtain a CDL to maintain their positions.
- b) In addition to those positions in a) above, the District will seek volunteers from skilled maintenance and utility who will apply and become licensed for the CDL; the number of positions within each classification to be determined by the District. If there are more volunteers than needed, the District will determine whether it will accept all volunteers or fill the required number of positions needed with CDL's by seniority within each classification. If there are not enough volunteers from utility and skilled maintenance classifications, the District will require the least senior persons in those classifications to obtain the CDL.
- c) i. The school district will reimburse employees for the cost incurred in acquiring a commercial driver's license (including the cost of the road test) which is in excess of the cost of a basic chauffeur's driver's license. The school district will also pay for the cost of any other test required by the district as well as the annual physical examination. However, the employee will be responsible for paying for all retests due to failure, after the first retest. Employees will be paid one hour of pay for time spent obtaining the physical examination, if they are not released from their work assignment.
- ii. Employees will be released from their work assignments for all training/testing required by the district, as provided in Article VIII.B.4.
- d) Except for those positions already receiving such, in accordance with Article VI.A.6.b., an additional one dollar (\$1.00) per hour will be paid to employees who maintain a CDL as required for their position, or who are assigned/ volunteer as provided in b) above. Failure of an employee to renew or maintain the CDL will result in loss of the additional one dollar (\$1.00) per hour. Except for the loss of the one dollar (\$1.00) per hour, in such cases where the employee fails to maintain the CDL, the District further agrees to meet with the Association to discuss alternatives prior to implementing any changes in employment status.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- A. 6. c. 1) In addition, all maintenance/operational employees other than the custodial classification or those mentioned in b. above will receive an additional one dollar (\$1.00) per hour for successful completion of a District approved building trade(s) course, training or certification program.
- 2) The Master Plumber and Master Electrician who surrender their license to the District will receive an annual stipend of \$500.00. This stipend will be paid at the same time as the longevity payment.
- d. Custodial employee(s) must attend a District approved custodial training and/or certification program to qualify for the additional one dollar (\$1.00) per hour.
- 1) Prior to each contract year, the District and the Association will meet to discuss the approved program(s) offered and the requirements for earning the additional one dollar (\$1.00) per hour.
- 2) An employee must obtain a seventy percent (70%) score or above on any written exam(s) in order to qualify for the additional one dollar (\$1.00) per hour. Employees will attend these programs during non-working hours and will pay for the cost of materials related to the programs.
- 3) Those employees who qualified for the additional one dollar (\$1.00) per hour by successfully completing the NOCTI test will be required to meet the requirements listed in A.6.d.1) and d.2) above prior to the end of the 2013-2014 contract year in order to continue receiving it. This language will not apply if there is no recertification test in place at the expiration of this contract.
- 4) Employees should apply for reimbursement for course fees pursuant to A.10 below.
- 5) As a result of a decision (MOU dated 5/3/07) to eliminate the current pool utility positions the parties agree to the following:
- i. All future high school head and assistant head custodial vacancies will be required to obtain a CPO certification to qualify for these positions.
  - ii. Current employees who hold high school head and assistant head positions will be required to become CPO certified.
  - iii. The District agrees to pay for the initial CPO certification and the employee will be released from their work assignment to attend training as directed by the District. Any subsequent certification renewals will be at the District's expense however, employees will attend any required training on their own time. In the event any of these employees take the test and fail, they will be permitted to retake the test at the District's expense.
  - iv. Employees will not receive the additional one dollar (\$1.00) an hour and pay increase until they have successfully completed the CPO certification.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- A. 6. d. 5. v. These positions will receive one dollar (\$1.00) an hour pursuant to Article VI.A.6.b., unless an employee is receiving this for another certification or license.
- vi. Due to the increased qualifications, these positions will receive an additional twenty-five cents (\$.25) per hour, which will be included in Appendix A; under hourly rates.
- 7. A department group 2 employee assigned leadership responsibility by the District for a minimum of five (5) or more employees will receive an additional leader rate of pay of one dollar and fifty cents (\$1.50) per hour during his/her assignment.
- 8. a. Employees who work in a higher classification position will be paid at the higher classification rate of pay . Application for the differential in pay will be made by the employee on a form provided by the District.
- b. Provision a. above will not apply to Maintenance/Operations Utility employees unless they are assigned by the supervisor to replace a skilled maintenance worker or the shipping/receiving coordinator who is on vacation, on a short term leave of absence, or on a temporary assignment. The decision of the supervisor on replacement assignment of a Maintenance/Operations Utility employee will be final and nongrievable.
- c. An employee in either department group who temporarily works below his/her job classification will receive his/her regular classification pay.
- 9. Kitchen equipment will not be used unless a Nutrition Services employee is on duty.
- 10. Employees will be encouraged to improve their skills. Post high school educational course work at an accredited Michigan University or community college as well as any District sponsored or required trainings and certifications with prior approval of the Assistant Superintendent for Human Resources and Legal Services or his/her designee, will result in reimbursement of the employee for one-half (1/2) the cost on tuition not to exceed \$1200 per year, 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. A copy of the approved request along with the grade and itemized tuition statement showing method of payment is required for reimbursement. Reimbursement must be submitted no later than ninety (90) days following completion of the course work.
- 11. a. When a new job is placed in existence, which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Board will, after notice to the Association office and president, establish a rate for such a new classification, which shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Association office and president. During this period, a written grievance may be filed with the Superintendent at Step 3 of the grievance procedure. If no written grievance is filed within the thirty (30) calendar day period, the rate shall become permanent at the end of such period.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

A. 11. b. In the event a grievance is filed, the parties will negotiate a rate for the position according to the procedures of Public Act 379.

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

A. 13. Longevity

Longevity will be paid no later than in the last paycheck in December and will be based on the total years of service as an employee in Farmington, excluding time spent as a day-to-day substitute, a student helper, and/or a less than five (5) days a week noon supervisor. A year of service will be defined as follows: those individuals hired into the bargaining unit on or before January 15<sup>th</sup> shall be credited with a full year of service for purposes of determining longevity; all other years of service are defined as working one-half (1/2) of the scheduled work days of a month for seven (7) months in a contract year. Days of paid leave time will be considered as work time in computing the seven (7) months of service. The years of service do not have to be as a CMC member, but may be in other positions in the district. When entering the bargaining unit, the employee will be credited with the total years of service earned outside the bargaining unit. Because the payment will be made prospectively in December, it is assumed that the employee will complete the seven (7) months of service that year. In the event an employee terminates their employment, other than through retirement, without completing the seven (7) months of service that year the district has the right to recoup the amount of the longevity payment.

**Maintenance**

5 - 9 years	\$400
10 - 14 years	\$600
15 years or more	\$800

B. Holidays

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

a. 1) For the 2011-14 work years each employee will have the following holidays:

- a) Labor Day
- b) Thanksgiving Day
- c) Christmas Eve Day
- d) Christmas Day
- e) New Year's Eve Day
- f) New Year's Day
- g) Good Friday
- h) Memorial Day
- i) Independence Day

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- B. 1. a. 1)(con't)Friday before Labor Day and the first weekday following Christmas return as a regular work day.
- b. For 12 month employees: If a holiday falls on a Tuesday or a Thursday, the corresponding Monday or Friday will also be a paid holiday except the Friday following Thanksgiving Day.
- c. If a holiday mentioned above falls on a Saturday or Sunday, the Board shall designate the workday preceding or succeeding as the paid holiday.

2. Employees who are asked to work during December winter break will be compensated a straight time hourly rate and according to overtime provisions in Article VII H.1.

It is understood that hours worked in excess of 40 hours per week will be compensated at the appropriate overtime rate pursuant to Article VII.G.1.a., b., and G.2.a.

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

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

4. Religious Holiday

The school calendar now provides for holiday periods for the major Christian holidays. An employee whose religious holiday(s) fall on a regularly scheduled work day and observance or practice of which would require absence from work, may request the days to be deducted from sick leave. These days shall be deducted from the employee's accumulated leave unless the employee notifies the Human Resources Office by the preceding July 1 of his/her intention to make up the days during non-scheduled work time providing the employee's supervisor approves. The professional activity of the day(s) will be proposed by the employee, but must be approved by the employee's supervisor.

Make-up days will be allowed to occur after the fact, only in the case of new employees hired July 1 or after, who did not have the opportunity to schedule make-up days prior to the absence for the holidays. Those wishing to do so will make arrangements with their supervisor to make up the time during non-scheduled work time.



**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

C. Vacations

1. Vacations will be computed on the basis of months of active service during a contract year with the District and length of service with the District according to Article V B. 1-2, as of June 30th of each year.
2. Active service shall mean working at least one-half (1/2) of the work days in a month.
3. Vacation pay will be at the employee's normal, straight-time rate, computed on a normal, daily basis, times the number of vacation allowance days.
4. a. Employees hired before July 1, 2008 shall be entitled to vacation pay or days in accordance with the following schedule:

**MAINTENANCE EMPLOYEES**

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

**CUSTODIAL AND NUTRITION SERVICES EMPLOYEES**

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

- b. Employees hired on or after July 1, 2008 shall be entitled to vacation pay or days in accordance with the following schedule:

**MAINTENANCE EMPLOYEES**

<b><u>YEARS OF SERVICE</u></b>	<b><u>12 MONTH</u></b>	<b><u>LESS THAN 12 MONTH</u></b>
Less than 1 year	.5 days/month	0 days
After 1 year	10 days	5 days
After 5 years	12 days	8 days
After 10 years	15 days	12 days
After 15 years	17 days	15 days

**CUSTODIAL AND NUTRITION SERVICES EMPLOYEES**

<b><u>YEARS OF SERVICE</u></b>	<b><u>12 MONTH</u></b>	<b><u>LESS THAN 12 MONTH</u></b>
Less than 1 year	.5 day/month	0
After 1 year	7 days	5 days

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- C. 5. An employee who leaves the employment of the Farmington Public Schools during the current fiscal year (between July 1 and June 30 of the succeeding year), as a result of dismissal shall not earn any vacation rights.
6. Any employee who leaves the employment of the Farmington Public School District during a contract year by voluntary resignation, layoff or retirement will receive any unused vacation pay, including that accrued in the current contract year, provided the employee gives two (2) weeks written notice of his/her intent to resign. A recalled employee who received vacation pay at the time of layoff for the current contract year will have such credit deducted from his/her vacation pay upon return to employment.
7. In case of illness or injury while on vacation, which requires extended hospitalization, or which would prohibit the employee from working, as certified by a doctor, the employee will be granted a change in status from vacation to sick leave.
8. When a paid holiday falls within the vacation period of a twelve month employee, the holiday will not be deducted from his/her vacation bank.
9. Less than twelve (12) month kitchen employees may elect to use their current vacation allowance on any unpaid weekday during their work year when lunch is not served or when school is not in session at their worksite. Any vacation time remaining at the end of the year will be paid off no later than the pay date reflecting the final pay period of the fiscal year. The District will provide a form for the employee to use in requesting authorization of vacation time in lieu of unpaid time during the school year when lunch is not served at their worksite.
10. Vacation days shall not be cumulative from one year to the next (except as provided in Section C.14. below) and are to be taken annually, as set forth in Section C.15. of this Article.
11. In other than secondary school buildings, vacations must be arranged so that there is one operational-maintenance employee present during the normal working day. Maintenance employees who are assigned like jobs must arrange their vacations so they do not coincide.
12. Vacations will be granted at such time during the year as are right, considering both the wishes of the employees and efficient operation of the department concerned.
13. A vacation may not be waived by an employee and extra pay received for work during that period. Twelve (12) month employees will be allowed to carry over a maximum of five (5) vacation days into the next fiscal year.
14. All vacations for twelve (12) month employees must be approved by the appropriate departmental supervisor.

## **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- C. 15. Employees hired into one department from another department will retain vacation pay allowance based on continuous years of service within the bargaining unit. At the time an employee moves from one department to the other department, he/she may elect to be paid for the number of vacation days earned to that point. The employee may also elect to transfer an equivalent number of vacation days to the new department based on his/her last pay rate/hours as it relates to his/her new pay rate/hours. The employee will earn a pro-rata number of vacation days for the remainder of that year. The employee will retain accumulated sick leave days calculated on a pro-rata basis as applies to a six hour/full-time employee.

### **D. Michigan Workers' Compensation Benefits**

1. Any employee who is absent because of injury or disease commensurable under the Michigan Workers' Compensation Act will receive for a period not to exceed ninety (90) calendar days for any one injury in any one contract year, the difference in his/her regular salary, computed on a daily basis, and the amount paid under the Worker's Compensation Act. This obligation shall terminate on the last working day for which an employee is compensated in the contract year and/or the expiration of the Worker's Compensation Act benefits.
2. The parties agree that the ninety (90) calendar days per year for a period not to exceed two school years is the maximum number of days allowed for one injury. Following the expiration of this benefit each school year or at the end of the total of two school years, the employee may elect to use accumulated sick leave at the rate of the difference between the allowance paid under the act and their regular salary, computed on a daily basis, for a period of time that funds from their accumulated sick leave bank will provide.
3. Positions of employees absent or in a bridge job due to an alleged on-the-job injury, for which the District has accepted responsibility, will not be posted for a period of 240 calendar days from the date of the injury. If at the conclusion of this time period the employee is unable to return to work, his/her position will be considered a vacancy and will be posted according to the posting guidelines set forth in Article IX.D.1.,2.,3.,4., and 5. Upon certification of the employee's ability to return to work the employee will immediately have the benefit of Article VIII.A.7.a.2). Employees while on Worker's Compensation will have their contractual fringe benefits continued.
4. Employees who exhaust their sick leave bank while absent due to an alleged on-the-job injury, for which the District has denied liability will be placed on an approved temporary medical leave without pay according to Article VIII.B.1.i.

### **E. Fringe Benefits:**

The definition of "Two Person" and "Full Family" for health, dental and vision coverage will include Other Qualified Adult for Health Insurance for those employees who are eligible and who submit the affidavit (Appendix G) subject to the rules of the underwriters.

1. Full-time employees who work 38 weeks or more and those who work at least six (6) hours per day, five days per week will receive the following level of benefits listed below. The District will count all district employment (i.e. hall monitor, bus aide, etc.) towards qualifying for full-time status for health insurance.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

E. 1. a. Term Life:

- 1) The Board will provide for each employee, life insurance protection including accidental death and dismemberment, and waiver of premium, for up to two years of disability, in the amount of fifty thousand dollars (\$50,000).
- 2) The life insurance policy will include a 30 day conversion right upon termination of employment. Any employee may elect his/her right of conversion in order to keep his/her term life in force within thirty (30) days of their last day of work.

- b. 1) Effective July 1, 2011, full time (30 hours per week or more) maintenance employees will pay 20%, custodial and nutrition services employees will pay 30% of the cost of premiums for medical, dental, vision and Rx. Deductions for premium amounts will be spread over at least nineteen (19) consecutive pays. Each employee hired before July 1, 2008 will select one (1) of the four (4) following options:

a) **FHP 1**

Farmington Health Plan 1 (FHP 1) with benefits pursuant to the FHP 1 Summary Plan Description (SPD). It is expressly understood that the determination of the carrier or decision to self-insure is the right of the Board.

Effective April 1, 2008, the prescription co-pay as listed in the FHP 1 SPD will be \$5 for generic drugs, \$20 for brand name where no generic is available and \$30\* for brand name where a generic is available. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45\* for a three (3) month supply.

Effective July 1, 2010, employees electing this option will contribute the following amounts monthly: \$55 single, \$110 two person and \$145 full family. Effective July 1, 2008, the deductible will be \$250 single / \$500 two person and full family, the drug co-pay will be \$5/\$30. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$60 for a three (3) month supply.

\* Employees enrolled in FHP 1 who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

E. 1. b. 1) b) **FHP 2**

Effective July 1, 2010, the Farmington Health Plan 2 PPO (FHP 2) with benefits pursuant to the FHP 2 Summary Plan Description (SPD) will be the base plan for all eligible employees hired before July 1, 2008. Employees electing this option will contribute the following amounts: \$30 single, \$60 two person, \$70 full family.

It is expressly understood that the determination of carrier or decision to self-insure is the right of the Board. The deductible will be \$100 single, \$200 two person and full family in-network and \$250 single, \$500 two person and full family out-of-network.

The prescription co-pay, as listed in the FHP 2 SPD will be \$5/\$20/\$30\*. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$5/\$20/\$45\* for a three (3) month supply.

The district will contribute \$250 per member/\$500 per family (after deductible) toward the percentage co-pay maximums of \$500 per member/\$1000 family in-network and/or \$1500/\$3000 out-of-network.

\* Employees enrolled in FHP 2 who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

c) **HMO**

A Health Maintenance Plan (HMO) with benefits comparable to the plan in place as of the effective date of this agreement, including a \$5/\$10/\$20 drug rider. The one-time co-pay for Mail Order Prescription Drugs (MOPD) will be \$10/\$20. The plan includes a \$10 office visit co-pay and a \$50 emergency room co-pay (waived for accidental injury or if admitted). The District and the Association will meet, as necessary, to review alternative HMO providers and prescription drug carriers.

It is understood that the determination of carrier or decision to self-insure is the right of the Board.

d) The Board may offer other health care options in addition to those listed above.

e) **Options "in lieu of" medical coverage:**

i) An election of \$500.00 per year cash (prorated the first year dependent on date of hire) which can be redirected to a board-approved tax deferred annuity (TDA) and/or board-paid variable options. The TDA payment will be made directly to the carrier at the end of each December.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- E. 1. b. 1) e) ii) In addition to option d.i) above, you may elect prescription-only coverage with a \$5/\$20/\$30\* co-pay and a one-time Mail Order co-pay of \$5/\$20/\$45\* for a three (3) month supply. This option is only available for a district employee whose spouse is employed someplace other than Farmington Public Schools.

\* Employees who select brand name drugs when a generic equivalent is available will pay the applicable co-pay as well as the difference in cost between the generic and the brand name unless it is documented that the brand name is medically necessary.

- f) **BASE PLAN NEW HIRES**

Effective July 1, 2008, the base health plan for new employees in their first four years of employment is the HMO pursuant to 1.c) above. These employees may buy-up to FHP 2 for a contribution of \$55 S/\$110 2P/\$145 FF per month, or to FHP 1 for \$75 S/\$135 2P/\$170 FF per month. After four (4) years, the base plan for these employees will be FHP 2.

- 2) In the event of the death of an employee, his/her medical coverage will remain in force for his/her dependents for an additional six (6) months.
- 3) An employee will receive medical care coverage for a total of six (6) months of time spent on a short and/or long term medical leave of absence. This benefit may be exercised only once in each twelve (12) month period.

- c. Long Term Disability:

The District agrees to provide one hundred percent (100%) of the cost of long term disability to a regular, full time employee. Long term disability insurance shall mean income protection in conformance with the District's policy carrier for all eligible employees in cases of sickness or disability to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). For disability commencing at age 69 or older, the maximum benefit period will be one year. Eligibility for 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 six thousand one hundred eleven dollars (\$6,111.00), based on sixty-six and two thirds percent (66 2/3%) of the employee's regular hourly rate computed on a monthly basis. Benefits are payable upon approval of the LTD Carrier. The policy will also contain a social security freeze, alcoholism/drug and mental/nervous waivers. The Board at its option may extend the waiting period to 365 days. 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 she/he 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.

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

E. 1. d. **DENTAL CARE:**

- 1) For those members of the bargaining unit who are not covered by other dental insurance, the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 100%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 90%, class III – Major (bridges and dentures): 90%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have a \$2000.00 yearly maximum. This plan is a preferred provider organization (PPO) with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above. The employee will be responsible for any additional charges.
- 2) For those members of the bargaining unit who are covered by other dental insurance (including District - provided coverage), the Board agrees to provide a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%, Class IV – Orthodontic: 90% (\$2000.00 lifetime maximum to age 19). Class I, II and III benefits will have \$2000 yearly maximum. This plan is a preferred provider organization (PPO), with no deductible when the employee utilizes the ADN, Dentemax or Michigan Dental Plan Networks. Out-of-network services will be paid at the highest in-network rate among the three networks listed above, the employee will be responsible for any additional charges.
- 3) It is understood that the determination of the carrier or decision to self-insure is the right of the Board

e. **Vision Care:**

The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.

2. Less than full time employees who are regularly scheduled to work at least 15 hours (twenty (20) hours for those employees hired on or after July 1, 2008) and less than thirty (30) hours per week will receive the following:
  - a. 1) The Board will provide for each employee, life insurance protection including accidental death and dismemberment, and waiver of premium, for up to two years of disability, in the amount of thirty thousand dollars (\$30,000).
  - 2) Conversion rights as provided in E.1.a.2).

**ARTICLE VI - COMPENSATION AND FRINGE BENEFITS (continued)**

- E. 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. Eligibility for 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 six thousand one hundred forty-two dollars (\$6,142.00) based on sixty-six and two thirds percent (66 2/3%) of the employee's regular salary computed on a monthly basis. Benefits are payable upon approval of the LTD Carrier. The policy will also contain a social security freeze, alcoholism/drug waiver and mental/nervous waiver.
- c. Effective January 1, 2005, The district agrees to provide one hundred percent (100%) of a plan composed of Class I – Preventative (office visits, cleaning, x-rays and fluoride): 50%, Class II – Restorative (crowns, fillings, root canals, periodontic, and oral surgery): 50%, Class III – Major (bridges and dentures): 50%. Class I, II and III benefits will have \$500 yearly maximum.
- d. **Vision Care:** The District agrees to provide employees with benefits pursuant to the FPS self-funded vision program Summary Plan Description (SPD) in place as of the effective date of this agreement. It is understood that the determination of the carrier or decision to self-insure is the right of the Board.
- e. Employees working fifteen (15) hours (twenty (20) hours for those employees hired on or after July 1, 2008) and less than thirty (30) hours per week will also receive an amount equal to the HMO Original Plan single subscriber cobra rate. The employee may apply this amount of money towards the cost of purchasing one of the available health plan (single, two person, or full family) provided in Article VI.E.1.b.1)a), b) or c). The employee's portion of the premium for their selection cannot exceed the amount of the employee's paycheck.
3. Above benefits will be provided to all regular, full-time and part-time employees, except those employees who terminate their employment. Their insurance benefits will end at the close of the month in which they terminate.
4. This benefit will cover all employees of the bargaining unit who qualify and have completed the necessary forms required by the carrier.
5. 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.



## **ARTICLE VII - WORKING CONDITIONS**

- A. The Board of Education shall retain the right to schedule the work hours of employees according to the needs of the school system. When possible, the employee will be given fourteen (14) days advance notice. Any change in hours shall be subject to the grievance procedure provided the procedures in Section B are not followed. An exception to the fourteen days notice may be made when an employee returns to work early from an injury to a "Bridge Job".
- B. If it becomes necessary for the Board to change the work hours of the employees, the following procedure will be mandatory:
  - 1. The supervisor will ask for volunteers by classification.
  - 2. The supervisor will consider valid problems of the employees before making assignments.
  - 3. The supervisor will then assign employees by classification and building, in inverse seniority order.
- C. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- D. The normal work week shall be Monday through Friday.
- E.
  - 1. A normal work shift for other than nutrition services employees will consist of not more than 510 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) hour scheduled lunch period. The scheduled lunch period will consist of thirty (30) minutes unpaid time. Schedules will be developed to include components for cleaning, travel, preparation and flex time. Some positions such as pool utility, and outside utility may not require all of the components. A reasonable amount of wash-up time will remain in effect. Article VII.E. will not apply when an employee breaks his/her shift for overtime.
  - 2. It is understood that bargaining unit members will be allowed to leave their building when necessary for the lunch period with the following understanding:
    - a. Employees leaving during their lunch period will not be the responsibility or liability of the Board of Education.
    - b. No building will be left unsupervised or unattended during the students' lunch period.
    - c. Permission to leave the building will be obtained from either an administrator or supervisor. In the absence of the administrator or supervisor, a head or assistant head custodian can give permission for custodians to leave the building during their lunch period.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- F. A Nutrition Service employee whose normal work shift is less than four (4) hours is entitled to eat lunch, but he/she must eat on his/her own time. Employees of four (4) hours or more, are entitled to a fifteen (15) minute rest period per day, to be designated at the discretion of the cafeteria manager. If the reduction of an employee's scheduled work time due to the removal of his/her paid lunch should cause the employee to suffer a reduction in benefits the District agrees to continue his/her existing level of benefits for as long as he/she remains in that position.
- G. 1. a. All work performed in excess of forty (40) hours during a scheduled work week will be paid at the rate of time and one-half.
- b. All work performed on a Saturday shall be paid at time and one-half.
2. a. Double time will be paid for holidays and Sundays, based on standard hourly rate, provided that the employee worked the day before and the day after said day, or
- 1) Was on a scheduled "off" day, or,
- 2) Was on an approved said "leave" day.
- b. For the purpose of this benefit, the work week is defined as Saturday through Friday.
3. Upon agreement between the employee and supervisor, the employee may take scheduled compensatory days off in place of overtime pay as provided in 1. and 2. above. The compensatory days will be equivalent to the overtime hours that would have been paid, not worked.
4. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for, at overtime rates under one provision, shall not be counted as hours worked in determining overtime under the same or any other provision.
5. a. An employee called back to work, or called in to work on a Saturday, Sunday, holiday, or approved leave day for assigned overtime, shall be guaranteed two and one half (2 1/2) hours of work.
- b. The HVAC and Maintenance Security employees, who are considered to work in positions that include mandatory call-in duties, shall be allowed payment for one 2 1/2 hour call-in (paid at double time) for any consecutive seven (7) day period that he/she is required to be on-call and is not actually called in for duty. Such employees are required as a condition of employment to make themselves available by a method prescribed by the district and to promptly respond to such calls.
6. Nutrition Services employees shall be paid at the rate of time and one-half for the hours worked, when asked to report for work after kitchen closing hours, regardless of the number of hours worked in the daily schedule.
- a. Kitchen closing hours are defined as the end of the manager's/satellite manager's daily assigned shift. If an employee is called back in to work on the same day following the building's kitchen closing hours, the employee will be paid time and one-half. If, however, an employee is asked to remain at work following her/his shift, she/he will be paid straight time.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- G. 6. b. If an employee is called in to work before her/his shift is scheduled to begin, and the work continues into her/his shift, she/he will be paid straight time. If however, there is a break between the call-in work and the start of the employee's work shift on the same day, she/he will be paid time and one-half.
7. Nutrition Services employees who work on the district-wide inservice day will be paid at straight time.
- H. Overtime hours for the purpose of this agreement are those hours worked in excess of 40 hours in any work week pursuant to Article VII G.1.a., b. and G. 2.a.
1. The need for overtime will be determined by the Board. Overtime will be assigned according to the appropriate overtime equalization handbook (Maintenance, Nutrition Services or Building Operations.) Revisions to the handbook will be made by joint agreement between the Board and the Association.
  2. All employees will work overtime when asked, unless they have a reasonable and valid excuse.
  3. The Board of Education will use only those employees permanently employed by the Board, and within their appropriate department, to work after school and weekend activities.
  4. Scheduled overtime hours shall be divided as equally as possible among employees in a building. An up-to-date list, showing all overtime hours, will be posted each pay period by the head custodian or the bargaining unit representative.
  5. a. Whenever overtime is required, the person with the least number of overtime hours in the location will be called, and so on down the list, in an attempt to equalize the overtime hours. Employees who work less than eight (8) hours per day schedules shall be granted overtime in the location to which they are assigned on a prorata basis. An employee who is qualified by skill(s) or license(s) may be called to perform Maintenance building overtime work within the skill(s) and/or requiring such licensure outside of the normal equalization rotation.  
b. In the event no employee within the location is able to work the overtime according to H.2. above, the following procedure will occur:
    - 1) Department Group 2 employees who have volunteered for a "District Department Group 2 Overtime Pool" may be assigned the overtime by the District provided they are capable of performing the work. Hours worked by "pool" members will not be charged to the employee when overtime is equalized at his/her location. If no substitute is assigned by the District from the "pool", then the procedure in Article VII. H.5.b.2) will be followed.
    - 2) The overtime will be assigned to the least senior employee in rotation, at that location, who is capable of performing the work.
    - 3) A district-wide Group 2 Overtime Pool list showing all overtime hours will be updated within three (3) business days following each pay period and posted in the custodial on-line shared file.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- H. 5. c. Employees who are scheduled to work by the District, during a permit which they are entitled to by overtime rotation, shall be allowed to break their shift, perform the overtime, and extend their shift for the number of hours allowed for the permit.
6. For the purpose of this clause, time not worked because the employee, when contacted was unavailable, will be charged only the number of overtime hours paid to the individual employee who performed the work.
7. Overtime which requires an employee who holds a CDL License will be handled as follows:
- a. The current pool of CDL holders who are being paid the additional \$1 per hour will be offered the overtime.
  - b. If no one in a.) above accepts, the overtime will be offered to any other CMC employee who holds a CDL and has signed up for the “CDL Pool”. An annual notice will be sent to employees regarding the pool. Any employee holding a CDL may request that his/her name be added to this pool list.
  - c. If no CMC employee accepts, the overtime will be sent to the transportation department to be listed as a field trip for that unit.
  - d. If no bus driver or bus mechanic accepts, the least senior employee in a. above will be assigned the trip.
  - e. 1) The District will provide for at least two (2) employees for each high school which has a semi-trailer to transport band equipment, etc. in state. In order to apply for a semi-truck driver vacancy, employees must hold a CDL license. If no employee who holds a CDL license applies, the vacancy will remain open pending completion of the CDL licensing process by a bargaining unit member. The district will pay for all training needed to obtain the CDL Class A license. Employees are responsible for the expense involved in obtaining the CDL training and license unless the provisions of Article VI.A.6.b.4)a) and b) apply.
  - 2) This pool of Class A CDL holders will be offered the overtime. If no one accepts, the least senior employee in this “semi driver’s pool” will be assigned the trip.
8. Overtime hours will be computed from July 1 through June 30 and each year thereafter. All employees will start with zero (0) hours overtime each July 1. Beginning January 1, 2008, Maintenance overtime hours will be computed from January 1 through December 31 each year. All Maintenance employees will start with zero (0) hours each January 1.
9. Employees that have changed classifications or buildings, will be charged with the highest number of overtime hours that exist in the new classification or building on the day he/she was assigned. Employees who are returning from any leave (except vacation) that was longer than thirty (30) consecutive calendar days who have changed classifications, been transferred from another department, or are newly hired or rehired into the Maintenance Department, will be placed on the Maintenance overtime equalization chart based upon an average of all hours recorded by all employees listed on the equalization chart on the date he/she was assigned to the Maintenance Department.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- H. 10. When overtime is necessitated by an emergency situation, those provisions of Article VII.H.5. shall not apply. When overtime is necessitated by an emergency situation, the Maintenance Department will follow the procedures and provisions outlined in the Maintenance Overtime Manual. In such cases the provisions of Article VII.H.5. will not apply with the exception of the second sentence in H.5.a.
11. In the event an employee is improperly denied overtime, he/she shall be entitled to the next overtime opportunity within his/her building. In the event an employee is improperly denied overtime and a nonunit (substitute) employee was paid overtime, the improperly denied employee will be paid the amount he/she would have received had he/she worked the overtime assignment.
- I. An employee, unless otherwise notified by the Board, who reports for work on his/her regularly assigned shift and is informed by the management that work is not available for such employee, shall receive not less than two and one-half (2 1/2) hours of work, or two and one-half (2 1/2) hours pay, at his/her hourly rate, provided, however, that such employee shall be required to do any work assigned to him/her during the said two and one-half (2 1/2) hour period. Notification by the Board not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes or other conditions beyond the control of the Board, with the exception of the conditions outlined in Article VII.M. Employees who are absent so that proper notice cannot be given them while at work, have as their own responsibility the checking of the necessity for reporting. Should they report for work, the Board shall not be obligated under this section.
- J. The District agrees to provide the opportunity for custodians to replace an absent head/assistant head custodian and for kitchen helpers to replace an absent kitchen manager, using the following procedure:
1. Nutrition Services Vacancies
    - a. Satellite Managers will be replaced by substitutes. If there are not enough substitutes, the District will go to a district-wide list of volunteers. Kitchen helpers who wish to volunteer will sign-up on this district-wide list and will be assigned in seniority order. If a secondary school kitchen helper is assigned she/he will be paid the greater of her/his regular daily hours of pay or the hours of the assignment. Short hour employees will be contacted in seniority order.
    - b. Middle school and high school managers will be replaced by an employee from the building list of volunteers in seniority order. If there are no volunteers on the building list or if they are all absent on that day, the position will be filled by the most senior employee from the district-wide list. If no one is available the District will replace the absent employee from the available volunteers on the district-wide list in inverse seniority order. Vacancies at Cloverdale will be filled from a separate list of volunteers. Short hour employees will be contacted in seniority order.
    - c. A district-wide list of volunteers showing all overtime hours will be updated within three (3) business days following each pay period and posted in the nutrition services on-line shared file.

**ARTICLE VII - WORKING CONDITIONS (continued)**

- J. 1. d. The District agrees to supply training if requested and to furnish a manual to be located in each kitchen outlining the minimum requirements of a kitchen manager. Failure of an employee to perform the minimum requirements may be a basis for removal from the list.
- 2. Head/Assistant Head Custodian Absences
  - a. The District will create a volunteer list to enable custodians to fill in for absent Head/Assistant Head Custodians. The list will include volunteers both from the buildings and district-wide.
  - b. The absences will be filled, in seniority order, from the building. If there are no volunteers from the building, the position will be offered district-wide. In the event there are an insufficient number of volunteers, a substitute custodian may be assigned.
  - c. Skilled maintenance employees may be called in the event no substitute custodians are available. The District will assign skilled maintenance employees in inverse seniority order. In the event the least senior employee(s) have been assigned another job that cannot be postponed, the supervisor will determine which employee will be assigned to fill in.
  - d. Upon request, the District will supply necessary training and/or instruction to enable the custodian filling in to perform the minimum requirements of the Head/Assistant Head Custodian position. Failure of an employee to perform the minimum requirements of the position may be grounds for removal from the list of volunteers. The District will determine the minimum requirement of the assignment.
  - e. It is understood that each Head or Assistant Head Custodian will call a custodian from the list of volunteers to cover his/her absence. If they are unable to cover their absence, he/she must notify the district in the method established by the District and the Association.
- K. The parties to the Contract agree that no employee should be required to work on a job that is dangerous to his/her safety or health.
- L. Nothing in this Agreement shall limit in any way the right of supervisors to perform bargaining unit work, providing it does not deprive regular employees of their normal and/or overtime hours of work.
- M. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or other Acts of God. In those instances, when the administration closes schools the following procedures will apply:

## **ARTICLE VII - WORKING CONDITIONS (continued)**

M. 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 eight (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. Maintenance employees who report to work will earn a compensatory day, to a maximum number of five (5), custodians will earn a maximum number of three (3), for each day they report when school has 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 do 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.

2. Nutrition Services Employees:

Nutrition Services employees are not to report to work in the event school is closed due to an Act of God or inclement weather, unless asked to do so by the Supervisor. Any Nutrition Service employee who is asked to report for and works during the days school is closed will earn a compensatory day. When school is cancelled, Nutrition Service employees will not suffer a loss of pay. If school is rescheduled for students, Nutrition Service Employees will be required to work the additional days scheduled without pay.

3. In other instances when the District is closed, all employees scheduled, but not required by the District to report to work will not be charged a day and will be compensated at their regular rate of pay. Employees who are required to report to work will earn a compensatory day.

4. When an individual building is closed, if the District determines some or all of the affected employees are needed at other locations, they will be assigned in inverse seniority order. Unassigned employees will not be required to report and will be compensated at their regular rate of pay.

5. Compensatory days as provided in Article VI.B.2., Article VII.G.3. and Article VII.M. will be granted at such times during the year as are appropriate considering both the wishes of the employees and efficient operation of the department concerned.

N. The Board will continue to provide rest areas and rest rooms for employees' use.

O. The Board will provide first aid supplies in designated areas of each building.

P. Nondiscrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination including, but not limited to, age, sex, marital status, race, color, creed, national origin, political affiliation, or Association activity. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement.

## **ARTICLE VII - WORKING CONDITIONS (continued)**

- Q. Board policies governing working conditions will continue in effect, provided said policies do not conflict with the expressed terms of this Agreement. The Board of Education policies and bylaws will be available on-line on the District's website. The Association President and Uniserv Director will be notified via email of changes as they occur.
- R. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions.
- 1) Participation by the employee is voluntary.
  - 2) Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
  - 3) The Master Agreement may not be modified in whole or in part except by mutual, written agreement by the Association and the Board.
- S. The Association recognizes the authority of the Building Principal to direct the work of the CMC employees assigned to their building. Discipline of employees will continue to be administered by the supervisor.
- T. Shared Time Positions
1. Full time Department Group 2 employees may request to share a position, by providing a written plan to the department supervisor. Requests may be made at any time during the year, will become effective as approved by the supervisor, and will remain in effect for the remainder of the contract year.
  2. Each person in a shared assignment must work a minimum of 15 hours. Insurance benefits shall be provided in accordance with Article VI.E.2. to each participant in the shared assignment. A total of one (1) full share of the health insurance benefit will be available. One employee may waive, in writing, his/her right to a pro rata share and the share will be added to the other shared employee. The decision to waive their share will be binding for the remainder of the work year. Each employee will receive a full share of the remaining benefits.
  3. On a given day, rest periods will be taken as governed by the employee's hours of work.
  4. Lunch breaks will also be taken as governed by the employee's hours of work.
  5. Each employee will receive all of the annual holidays provided in Article VI.B. Their pay for these days will be determined by the employee's proportional share of the assignment.
  6. a. Employees working each day of the week will receive 50% of the sick hours and 50% of the personal leave hours with one (1) full day deducted for each full day's absence. Should a shared time employee who has accumulated hours in his/her sick bank while working full time and who is working less than a full day (each day) be absent more than nine (9) days during the contract year, then beginning with the tenth (10<sup>th</sup>) day of absence the deduction from that employee's sick leave bank (which was accumulated through full time work) would be prorated based upon that employee's assignment.



**ARTICLE VII - WORKING CONDITIONS (continued)**

- T. 6. b. Employees working all day, but less than five days per week will receive the following allotment of days:
  - 1) Working two (2) days per week – A prorated share of sick and personal leave hours.
  - 2) Working three (3) days per week – A prorated share of sick and personal leave hours.
- 7. Vacation days will be earned as if the employee was working full time. A full vacation day will be deducted from each employee sharing a position.
- 8. Each employee sharing a position will earn a full year of seniority credit.
- 9. Requests to renew a shared time position must be made to the Department Supervisor no later than May 1<sup>st</sup>.
- 10. a. Employees returning from a shared assignment will be considered applicants for any vacancies occurring following the conclusion of their shared time position. An employee who applies for and receives more than one vacancy may choose the position he/she wishes to fill.
  - b. If no vacancy exists or the employee does not have the requisite seniority to receive the vacancy, the employee will be placed in a position which is vacant because of a medical leave. If no vacancy exists in the employee's prior classification he/she will be entitled to the least senior custodial position, at custodial wages.
- 11. The decision to approve, continue or discontinue a shared assignment rests solely with the Board.

**ARTICLE VIII - LEAVES OF ABSENCE**

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

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

- 1. Eligibility for any long term leave of absence will require a minimum of one (1) year of employment by the school district immediately prior to such leave of absence with the exception of a medical leave or military leave. Time spent during the initial year of employment on a medical or military leave will not be considered as part of the employees' probationary period.

## **ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- A. 2. Ten days prior to the expiration of a short term leave of absence, an employee will request a long term leave of absence, in writing, to the Director of Human Resources. Long term leaves of absence will be granted for a contract year or the remainder of the current contract year.
3. Upon application, an extension of a long-term leave of absence for one year may be granted by the Director of Human Resources. Another extension of a leave of absence may be granted by the Director of Human Resources.
4. While an employee is granted a long term leave of absence, he/she shall retain the following employment rights held before such leave was granted:
- a. The same level of experience on the salary schedule.
  - b. Unused sick leave held at the start of the leave of absence.
  - c. Accrual of seniority shall be granted for all long term leaves granted under this article other than a personal leave.
5. An employee on a long term leave of absence must give written notice to the Director of Human Resources not less than ten (10) work days prior to the date the leave expires, of his/her intention to return, resign or request an extension. The district has the discretion to interpret the failure to furnish such notice as a resignation of the employee.
6. An employee returning from a long term leave of absence, other than a medical or military leave, will be considered an applicant for any vacancies occurring following the conclusion of their leave of absence.
- a. An employee may choose not to accept a vacancy.
  - b. Acceptance of a vacancy does not prevent the employee from immediately applying for other vacancies.
  - c. An employee who applies for and receives more than one vacancy may choose the position he/she wishes to fill.
7. Long term leaves of absence will also be governed by the following provisions:
- a. 1) Medical Leave: In the event of extended illness or injury of an employee, and upon certification by a physician, a medical leave without pay or fringe benefits will be granted upon written request for the period of a contract year or the remainder of a contract year. At the conclusion of a medical leave, the employee must either return or resign unless a special extension is granted according to Article VIII.A.3. The notice of intention to return to duty after a medical leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his/her duties. Once during a long term medical leave, for the remainder of a contract year or a contract year, upon a doctor's certification, an employee may return to work at any time and exercise the procedures in Article VIII.A.7.a.2).

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- A. 7. a. 2) An employee returning from a long term medical leave of absence will return to the first vacancy in the classification position held at the time of their leave of absence. In the event the employee turns down the first vacancy in the classification position held at the time of their leave, the District will have no further obligations to the employee. If a vacancy does not exist in the employee's classification position at the time of his/her return from a long term leave of absence, he/she will be entitled to the position of the least senior custodian or kitchen helper at the returning employee's current hourly classification rate and hours of pay for the position held at the time of the long term leave. The returning employee can then work in the least senior position until the first vacancy in their previous classification occurs. The employee will be assigned to this first vacancy, unless he/she chooses to remain in this least senior position. If he/she chooses to remain in this least senior position, his/her hours and rate of pay will revert to the hours and rate of pay of the least senior position, after which the returning employee may also choose to apply for other vacancies. In the event the returning employee is selected for and accepts a vacancy other than his/her previous position, the District's obligation to provide the first vacancy in his/her previous classification position will be waived.
- b. Child Rearing Leave: A child rearing leave without pay or fringe benefits will be granted to an employee during a contract year or following maternity disability for a period of a contract year or the remainder of a contract year.
- c. Military Leave: Any employee covered by the salary schedule, who terminates employment in the School District to perform service in the armed forces of the United States, is entitled to return according to Article VIII.A.7.a.2)., provided the employee serves only one draft term, or until the state of emergency is ended, and provided also as follows:
- 1) The position vacated is other than temporary.
  - 2) He/she is honorably discharged from the armed forces.
  - 3) He/she applies for reemployment within ninety (90) days after discharge, or from hospitalization continuing after discharge for a period of one (1) year.
  - 4) He/she is still qualified to perform the duties of the position.
  - 5) In the event of reemployment, the following provisions shall apply:
    - a) Accrual of seniority shall be granted.
    - b) Increments shall be added as if the employee had been employed in the School District during the time of such service in the armed forces.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

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

B. Short Term Leaves of Absence

1. Sick Leave

- a. All employees regularly employed for either the school year or the calendar year, who are absent from duty because of personal illness shall be allowed annual sick leave, with full pay, at the rate of one (1) day for each month of active service for maintenance, up to a maximum of nine (9) days per year cumulative. Custodians and nutrition services employees will be allowed one-half (1/2) day for each month of active service to a maximum of five (5) per year cumulative to a total of (283) days in 2011-2012, (292) days in 2012-2013 and (301) days in 2013-2014.
- b. Employees may use their annual and cumulative sick leave for the following reasons:
  - 1) Personal illness
  - 2) Illness in the immediate family as defined in d. below. The Director of Human Resources reserves the right to question the necessity of the leave.
  - 3) Maternity disability
  - 4) Religious holidays

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 1. b. 5) Funeral leave as defined in B.6.
- 6) Up to six (6) weeks may be used for the process of adopting a child
- c. Employees who do not have sufficient sick days in their bank to cover an illness and, as a result, have a pay deduction will not be reimbursed.
- d. Immediate family shall be interpreted as: husband, wife, life partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, son-in-law, daughter-in-law, step relative, foster child or an IRS dependent living in the home, legal guardian, and the corresponding relatives of the employee's spouse/partner.
- e. Positive Attendance Incentive
- Employees, on a biannual basis as described below, will receive an attendance incentive bonus based on the following:
- 1) The halves will be:
- Nutrition Services    Custodial/Maintenance**
- July 1 to December 31  
January 1 to June 30
- For less than 12 month employees these halves will be adjusted to reflect their regular work year.
- 2) If the employee takes no sick hours, personal leave hours, or days without pay in a half, he/she will earn two additional vacation days. Nutrition Services employees may choose to use the days during the remainder of that school year on days when school is not in session district-wide or the days will be paid off at the end of the current school year. Custodial and Maintenance employees will have the choice on the first two days earned to bank the days for use as vacation days the following year or to be paid off for them at the end of the current school year. The third and fourth days earned during the year will be paid off at the end of the current school year.
- 3) Days taken for uncontested worker's comp (not to exceed 50 work days), approved visits to the district clinic(s), funeral leave, jury duty, recognized religious holidays that are observed on a work day, District business, or Association business will not be counted against the employee when deciding if she/he has achieved the attendance incentive.
- f. Each payroll check will show the number of accumulated sick leave and personal leave hours as well as the number of those hours used in that pay period.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 1. g. Active service shall mean working at least one-half (1/2) of the work days in a month.
- h. 1) The Board may, at its discretion require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in the loss of three (3) or more consecutive work days.
- 2) A department supervisor will, when he/she has reason to suspect sick leave abuse, meet with the employee and the Association representative, if requested by the employee and/or employer, to discuss the reason(s) he/she suspects abuse. If subsequent to such meeting, the Supervisor believes that abuse has occurred, the Supervisor will notify the employee, in writing, that he/she is requiring the employee to provide proof of illness signed by a physician for subsequent sick leave absences. This proof of illness will extend for a period of up to one (1) year from the date of the notification.
- i. 1) During a contract year, the position of an employee who is absent due to an extended illness or injury will not be posted for a period of 120 calendar days. The employee will continue to receive full pay and fringe benefits for the period of time covered by his/her sick, personal or vacation leave banks.
- 2) a) Upon written application, an employee may use a maximum of one hundred twenty (120) calendar days in a contract year for a short-term health leave due to extended illness or injury. If the employee does not use all one hundred twenty (120) calendar days of the leave, he/she may use the remaining days for a second short-term health leave later in the contract year. During this period of time, the employee's fringe benefits will continue to be paid by the district. Upon a doctor's certification he/she may return to work at any time. If at the conclusion of the one hundred twenty (120) calendar days the employee is unable to return to work, he/she will be placed on a long-term health leave for the remainder of the contract year pursuant to Article VIII.A.7.a.1.
- b) An employee, on either a first or second short-term health leave during a contract year who returns to work and then suffers a relapse within five work days, will be allowed to return to his/her original short-term health leave status.
- 3) An employee may elect to save a portion or none of his/her sick bank when taking a short-term health leave. At the conclusion of one hundred twenty (120) calendar days, the employee will be placed on a long term health leave for the remainder of the contract year pursuant to Article VIII.A.7.a.1.
- 4) An employee will receive health care coverage for a total of six (6) months of time spent on a short and/or long-term health leave of absence. This benefit may be exercised only once in each twelve (12) month period.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 1. i. 5) The position of an employee who is on a short-term health leave will not be posted.
- 6) Custodial/Maintenance employees may write for a vacancy if their expected date of return to work, as verified by a doctor's note, is within forty-five (45) work days of the effective date of the vacancy. Nutrition Services employees may write for a vacancy if their expected date of return is within thirty (30) work days, as verified by a doctor's note, of the effective date of the vacancy.
- 7) The Family Medical Leave Act of 1993 (FMLA) runs concurrently with a contractual health leave.
- 2. Personal Leave Day Policy: Maintenance shall be granted four (4) days of personal leave and Custodial and Nutrition Services shall be granted two (2) days per year with full pay at the straight time rate provided:
  - a. Written notification for such leave shall be made at least five (5) days in advance if possible.
  - b. All letters of application for personal leave days will be submitted by operations and maintenance personnel to the supervisor of maintenance and operations, and by other bargaining unit members to their supervisor.
    - 1) These days may be taken immediately preceding or following a holiday or vacation.
    - 2) a. When scheduling personal leave days before or after a holiday, it is agreed that the District may limit, based upon available coverage, the total number of nutrition services employees utilizing personal leave days as follows: No more than five (5) nutrition services employees and no more than one (1) per kitchen or two (2) per high school kitchen, may be absent on any such day. The district may also limit, based upon available coverage, the total number of custodial/maintenance employees to no more than ten (10) employees on any student attendance day before or after a holiday.
    - b. Nutrition Services employees may use their personal leave days on days which are not regularly scheduled work days or when school is not in session during the school year. It is also understood that nutrition services employees who use personal leave days are ineligible for the Positive Attendance Incentive pursuant to Article VIII B 1.e.2.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 2. b. 3) During the month of September, nutrition services employees may notify the supervisor that they would like to use a personal leave day the day before or after a holiday. On October 1, or the first work day thereafter, the supervisor, in seniority order, will notify the nutrition services employees who may take such a day as provided in b.2) above. After October 1, approval will be granted on a "first come" basis. Likewise, custodial/maintenance employees may notify the supervisor prior to October 1, that they would like to use a personal leave day on a student attendance day the day before or after a holiday. The same procedure as noted above will then be followed for granting the days.
- c. This policy does provide for those days not being used as personal leave in any one year to be transferred to the accumulative sick leave bank for use as sick leave.
- d. Maintenance Employees hired by the District after September 1 will receive a portion of the appropriate personal leave days according to the following schedule:
  - 1) Hired prior to November 1: 4 days
  - 2) Hired prior to January 1: 3 days
  - 3) Hired prior to March 1: 2 days
  - 4) Hired prior to May 1: 1 day
- e. Custodian and Nutrition Services employees hired by the District after September 1 will receive a portion of the appropriate personal leave days according to the following schedule:
  - 1) Hired prior to January 1: 2 days
  - 2) Hired prior to May 1: 1 day
- 3. Jury Duty and Court Subpoena: A leave of absence shall be granted to an employee called for jury service, or jury interview, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's salary as computed on a daily basis and the daily jury duty fee paid by the court. The employer will pay the employee the difference between any compensation received and his/her regular pay, when the employee is subpoenaed to appear before a court or other legal body other than as the defendant or complainant. Payment will be made only for jury duty and interview service completed during the employee's work hours. It will be the responsibility of the employee to turn in funds received for jury duty or the interview to the payroll department, or to make arrangements to have the difference owed by the District paid to them.
- 4. Classes: Employees who are required by the District to attend inservice training programs and related classes outside of their scheduled work hours, shall be paid their regular, straight-time rate for the hours spent at such programs and classes along with expenses approved by the department group supervisor. Employees may apply to attend staff development opportunities offered by the school district, subject to the supervisor's approval. Employees shall be released from their regular work responsibilities when all or portions of training activities overlap regular working hours.



## **ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 5. Court Appearances: A leave of absence will be granted for a required court appearance as a nonparty witness in a case incident to his/her employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal straight- time daily rate and the witness fee paid by the court, if any, provided further that the employee is required by law to appear. It will be the responsibility of the employee to turn in funds received for court appearances to the payroll department or to make arrangements to have the difference owed by the District paid to them.
6. Funeral Leave: If a death occurs among members of an employee's immediate family, (defined below), the employee will be granted three (3) days leave, with pay, for the funeral. Upon request, two (2) additional days may be granted, deducted from the employee's sick or personal leave day bank, with the approval of the supervisor. Immediate family shall be interpreted as husband, wife, life partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, and son-in-law, daughter-in-law, corresponding step relatives, foster child or an IRS dependent living in the home, legal guardian, and the corresponding relatives of the employee's spouse/partner. The employee shall be entitled to one (1) day leave for the death of any other relative. Upon request, two (2) additional days may be granted, deducted from the employee's sick or personal leave day bank, with the approval of the supervisor. The above additional days will not count towards the five day clause found in B.8.a. below
7. Adoption/Guardian Leave:
- a. An unpaid leave of up to six weeks will be granted to an employee upon placement of the child in the home by an adoption agency or officer of the court.
  - b. Upon return to active status, the employee will be returned to the position that he/she occupied prior to the leave. The employee's job will not be posted during this short term leave.
  - c. During the leave, the Board will continue to provide the fringe benefits found in Article VI.
8. Time Off Without Pay - Five-Day Clause.
- a. In the event an employee is absent more than five (5) days without pay in any one contract year, they will be sent a warning notice by the District. In the event an employee is subsequently absent for an additional five (5) days in a contract year without pay, they will no longer be considered an employee of the District.
  - b. The first warning notice sent to an employee will not be considered if an employee in the contract year following the warning notice is not absent without pay.
  - c. Paragraph 8.a. and 8.b. above shall not apply to an employee absent due to extended illness or injury prior to a medical leave in Article VIII.B.1.i. or an employee who has been granted time off with the written approval of the supervisor.

**ARTICLE VIII - LEAVES OF ABSENCE (continued)**

- B. 8. d. Paragraph 8.a. and 8.b. above shall not apply to an employee who exhausts his/her accumulated sick leave prior to returning from an absence during which he/she was receiving benefits under the Michigan Workers' Compensation Act.

**ARTICLE IX - VACANCIES, TRANSFERS, PROMOTIONS AND DEMOTIONS**

- A. A promotion is an upward change in the bargaining unit defined as follows:
  - 1. Department Group 1 employees. A change in a job resulting in additional compensation per hour or additional compensation due to increase in work hours.
  - 2. Department Group 2 employees. A change in a job resulting in additional compensation per hour.
- B. A transfer is a lateral change within an hourly rated classification where there is no additional or increase in compensation per hour.
- C. A demotion is a transfer to a position which results in a decrease in compensation per hour.
- D. The District will determine when a vacancy exists in the bargaining unit as soon as possible and follow these procedures:
  - 1. The posting of the vacancy for ten (10) work days will set forth the title of the job, the qualifications required for the job, the shift for the job, and the rate of pay for the job.
  - 2. A copy will be sent to the appropriate persons for posting. In addition, a copy of the posting will be sent to each Association president.
  - 3. Any bid received after the expiration date stated on the notice posted shall not be considered in filling the vacancy.
  - 4. Bids for the vacancy will be accepted from employees in writing either by hand delivery U.S. mail, or the established District Email process, when developed.
  - 5. a. The District will fill the vacancy within twenty-five (25) work days of the posting date. If there are no qualified applicants from within the bargaining unit and the District decides to seek outside applicants, the District will notify the Association when the position cannot be filled within twenty-five (25) work days. Upon notice to the Association, the timelines for filling the vacancy will be extended another twenty-five (25) work days. The District will aggressively seek applicants and attempt to fill the position with a qualified applicant as expeditiously as possible. At the end of this fifty (50) work day period, if the position remains unfilled, the District and Association will meet to discuss the problems associated with filling the position.
    - b. For less than twelve month nutrition services positions that have been posted and filled prior to June 30<sup>th</sup> of the current school year for positions beginning in the next school year, the trial and return to position language will not apply until the beginning of the school year.

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

- D. 6. All Nutrition Services personnel shall have their regular work hours posted. If there are any additional hours to be added, the Association shall be notified and the new hours will be put up for bid. If the additional time is of a duration of thirty (30) minutes or less, it need not be posted. If the time is more than thirty (30) minutes, the position will be posted. However, if such posting causes the displacement of an employee, the displaced employee will automatically be granted the position vacated by the successful bidder.
7. Whenever possible, Nutrition Services positions will be posted with flexible hours so that employees may combine their current position with a vacancy for additional work hours, provided that the split position does not exceed an 8 hour work day. The Department Group 1 supervisor will determine whether a vacancy has the flexibility to be combined with a current position and it shall be posted identifying the time frame of hours within which the flexible hours may be scheduled. The posting will also clearly indicate that it can be combined with a current position. The current employee's position may be adjusted to allow the employee to apply for the vacancy, upon review and approval of the supervisor.
- E. When two or more employees apply for a vacancy, an employee who has received disciplinary time off for contractual or work rule violations during the past year will be disqualified from receiving the vacancy.
- F. 1. Vacancies shall be filled on the basis of the senior employee who is qualified to perform the job. Qualifications will be determined by the posting and a physical demonstration of the basic work which would be performed. Employees who pass the written examination with questions shall be given a physical test relative to the work which would be performed.
2. A passing score on both the written and physical tests will be seventy (70) percent.
3. Custodial and kitchen helper vacancies will not require testing.
4. All testing for vacancies will occur prior to placement in the posted position. The Association president will be notified of the date and time of testing for present bargaining unit members or prospective employees. The Association president or a representative outlined in Article III.M.1. will be entitled to be present during all testing.
5. Current bargaining unit members who apply for and receive a position within the unit which requires a commercial drivers license must submit to and pass a urine drug screening test before assuming the position. Failure to pass the test will result in the job offer being revoked. The school district will include this requirement to pass a urine drug test within the posted minimum requirements for the position.
6. All employees will be allowed to apply for vacancies that will result in promotions. Any employee who applies for a vacancy and receives a lateral transfer or a demotion will not be eligible for further transfers or demotions for a period of one (1) year. The only exception to this one (1) year rule shall be where there is a mutual agreement between the Board, the Association, and the employee.

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

G. Trial Period and Return to Previous Position:

1. In the event a person who has received a vacancy also receives a promotion, they will have thirty (30) calendar days in which to qualify in such position (not including summer work - if position is in a school building). An employee who has received a vacancy and promotion will receive the classification rate according to his/her seniority date during the thirty (30) calendar day trial period.
2. If at any time, however, during the trial period, as provided in Section G.1. above, the District believes the employee who has received a promotion is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former job. If the employee, who has received a promotion, decides not to stay on the new job, he/she shall be returned to his/her former job if he/she makes such request within thirty (30) calendar days. In such cases, the restriction in G.4. will apply.
3. Following the employee's request, the District will have the final decision on whether to return an employee, who has received a vacancy resulting in a transfer or demotion, to their previous position, after consideration of the facts surrounding the employee's request by Association and District representatives. In such cases, the restriction in G.4. will apply. However, if an employee makes a request prior to the expiration of the posting of his/her previous position, he/she will be allowed to return.
4. Following the expiration of the posting of his/her previous position, it is understood that an employee who receives a vacancy (promotion, lateral transfer or demotion) may have to return to their previous position as a result of either District action or an employee's request under the provisions of G.2. and G.3. above. It is further understood that the employee may not apply for the same classification for a period of one (1) year. However, if the employee returns prior to the expiration of the posting of his/her previous position, he/she will be allowed to return without this one year restriction.

H. Exchanging of cleaning areas with other employees will not be permitted on a permanent basis unless approved by the Association and District.

I. The Board will have the right to assign employees to work in other classifications as considered necessary by the Board to facilitate operations, up to a period of thirty (30) calendar days or the length of a temporary medical leave approved according to Article VIII.B.1.i. The rate of pay for such assignments will be in accordance with Appendix A. At the expiration of such assignment, the employee shall be returned to his/her former status. This section shall not be used to avoid filling a permanent opening.

J. In the best interest of the employee and the District, the District may approach the Association to request the transfer of the employee to an existing vacancy. Prior to the transfer being made, consent must be given by the Association and the employee involved. It is understood that said transfer may not in any way be construed as disciplinary action.

## ARTICLE X – EVALUATION

- A. The work performance of all bargaining unit members shall be evaluated, in writing, by the administration.
- B. The administration will attempt to give specific direction and advice to employees on how to correct the work deficiencies noted in the observations of employees' work performance.
- C. All employees shall be evaluated by the appropriate department supervisor.
- D.
  - 1. The work performance of all non-probationary employees shall be evaluated at least once every three (3) years.
  - 2. Prior to receiving an unsatisfactory evaluation, or being terminated, the Administration must have tendered notice of deficiencies, in writing, and have provided the employee with sufficient opportunity, both as to time and resources, to improve her/his work performance, approximately ninety (90) calendar days.
- E. Probationary Employees
  - 1. An employee will be regarded as a probationary employee for a period of one year.
  - 2. The work performance of probationary employees shall be evaluated no later than 30 calendar days prior to the conclusion of the probationary period.
  - 3. Prior to receiving an unsatisfactory evaluation, or being terminated, the Administration must have tendered notice of deficiencies, in writing, and have provided the employee with sufficient opportunity, both as to time and resources, to improve his/her work performance.
  - 4. Probationary employees may be laid-off or discharged at the sole discretion of, or as exclusively determined by the Board.
  - 5. The Board will work collaboratively with the Association in the event a probationary period needs to be extended for an employee.
- F. A copy of the written evaluation (Appendix E) of the employee's performance shall be given to the employee following a conference with the administrator
- G. The employee is entitled to a dissenting opinion and/or to make a clarifying statement which shall be attached to the evaluation.
- H. All observations shall be conducted openly and with full knowledge of the employee. This, however, does not preclude the use of information gained from unannounced visits to work sites by the evaluation administrator.
- I. The employee shall have the right to request and will receive an additional evaluation by another administrator from within the District.
- J. It is understood that no evaluation of an employee's work performance shall be made apart from the procedures listed in the agreement. Routine discussions and feedback to employees are understood to not be "evaluations" for purposes of this provision.

**ARTICLE X – EVALUATION (continued)**

- K. Any unsatisfactory evaluation must be presented to the employee no later than thirty (30) calendar days prior to the end of the employee’s work year. A satisfactory evaluation must be presented to the employee no later than fifteen (15) calendar days prior to the end of the employee’s work year.

**ARTICLE XI - LABOR RELATIONS**

- A. There shall be established under this Article a closed forum, hereinafter called "Labor Relations", for the purpose of improving the employer-employee relationship. Labor Relations will be used to resolve problems not covered by the contract and will not be considered negotiation sessions.
- B. Labor Relations will be arranged between the Association president and the Board or its designated representatives, by mutual consent of the parties: Such meetings shall include representatives of the Association, including a Uniserv representative, and representatives of the Board. Arrangements for the meeting shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the meeting is requested. The names of the persons to be present shall be submitted prior to the meeting. Matters taken up at Labor Relations shall be confined to those included in the agenda. If Labor Relations takes place during any employee's working hours, he/she shall not lose time or pay for reasonable time. Time paid will be reflected in Association Business Release Time.

**ARTICLE XII - RESIGNATION AND RETIREMENT**

- A. When an employee desires to terminate his/her employment, there must be at least ten (10) work days written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of reemployment, such employees shall be considered as new employees except as provided in Article V.B.9.
- B. Failure to comply with the above requirement shall mean forfeiture of any and all benefits.
- C. Any employee who discontinues services with proper notice will have the right to earned vacation time according to Article VI. Unearned sick and personal leave time which has been used will be deducted from the employee's final check. Any additional payments or deductions will also be made in the final check.
- D. All employees of the bargaining unit will be retired mandatorily according to applicable state or federal law.
- E. A retiring employee will receive twenty-eight dollars (\$28.00) per day of accumulated sick leave. The number of days will be determined by dividing the number of accumulated hours of sick leave by the number of hours worked daily (or the average worked daily) by the employee at the time of retirement. This amount will be increased each year by the same percentage increase as is applied to the salary schedule. Eligibility for the benefit will be based on:
  - 1. Five (5) years of service to the District and attaining age sixty (60) or;
  - 2. Fifteen (15) years of service to the District and attaining the age of fifty-five (55).

## **ARTICLE XII - RESIGNATION AND RETIREMENT (continued)**

- E. 3. Five (5) years of service to the District and qualification for retirement under the Michigan Public School Employees Retirement System.
- 4. Employees who retire from the District following a long term illness will be paid a retirement benefit based on the number of sick leave days in their bank at the time the illness began.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

- A. 1. A grievance is defined as an alleged violation of a specific article and section of this Agreement.
- 2. A grievant is either:
  - a. An individual employee, or
  - b. The Association, if it claims that a right specifically granted to the Association in the Agreement has been violated, or if three (3) or more employees are directly affected. The Board will accept an Association grievance which directly affects three (3) or more employees provided the employees are identified by name in the grievance.
- B. All time limits in Article XIII shall consist of regular work days, Monday through Friday. The tolling date for all responses/appeals of grievances at each level will begin the day following receipt of the response/appeal. Time limits may be extended upon good cause shown, or mutual consent of the parties. It is understood that the time limits set forth herein or agreed upon shall be considered as substantive and failure to conform to them shall mean default by the party failing to conform. In the event of default by the Board, the remedy requested by the grievance shall be granted. In the event of default by the grievant, the grievant loses the right to process the grievance further. However, default will not mean acceptance of either party's last written position.
- C. Any employee having a grievance will discuss the grievance with his/her principal or supervisor first in order to resolve the grievance informally. An Association representative will be present, if requested by the employee. If the grievance is resolved informally, the resolution may be placed in written form at the request of either party.
- D. In the event the grievance is not resolved informally, the following procedure shall be followed:
  - 1. Step 1:
    - a. The grievance shall be reduced to writing within fifteen (15) work days after the occurrence of the alleged contract violation and signed by the aggrieved employee or the Association.
    - b. The written grievance shall name the employee or employees involved and will state the facts regarding: 1) approximate dates and times giving rise to the alleged violation, 2) identification of the provisions of the contract that have been violated, 3) an explanation of how the stated provisions of the contract have been violated, and 4) indicate the relief requested by the employee and/or Association.

**ARTICLE XIII - GRIEVANCE PROCEDURE (continued)**

- D. 1. c. The written grievance shall then be presented to the building principal or when applicable to the appropriate department group supervisor. The District representative shall then have ten (10) days to give his/her answer in writing to the employee and/or Association. The District representative shall also have the option of holding a hearing within the ten (10) day limit.
- d. In the event a hearing is held the following persons may be present at the hearing: The employee, up to two (2) Association representatives, and such representatives of Administration as necessary.
- e. It is expressly understood that the employee and the Association are to receive a written answer to Step 1 in ten (10) days of its filing date.
2. Step 2:
- a. In the event the employee and/or the Association are not satisfied with the disposition of the grievance at Step 1, within ten (10) days after the date of the Step 1 answer, the employee and/or Association may appeal the grievance to the District Human Resources Office. Such appeals shall be in writing.
- b. Within ten (10) days, the Assistant Superintendent for Administrative Support Services shall present the employee and/or Association Representatives with a written answer.
- c. The Assistant Superintendent for Administrative Support Services shall have the option of holding a hearing and issuing a written decision within the ten (10) day period.
3. Step 3:
- a. If the alleged grievance is not settled at Step 2, it may be appealed, in writing, to the Superintendent or his/her designee, within ten (10) days after the Step 2 answer. Such appeal shall be in writing and will contain the grievance, Step 2 decision and the reason why the appeal is being made.
- b. The Superintendent shall review the grievance and respond in writing to the grievant and the Association within ten (10) days after receipt of the appeal.
4. Step 4:
- a. If a grievance is not satisfactorily adjusted, and if it involves an alleged violation of a specific article and section of this Agreement, only the Association may, within fifteen (15) days after the decision at Step 3 is rendered, submit the grievance to arbitration by filing with the American Arbitration Association.
- b. The submission to arbitration shall contain a statement of the issues to be arbitrated, referenced to the specific article and section allegedly violated, and an explanation of how the specific articles and sections of the contract have been violated.
- c. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.



### **ARTICLE XIII - GRIEVANCE PROCEDURE (continued)**

- D. 4. d. It shall be the function of the arbitrator and he/she shall be empowered except as his/her powers are limited below after due investigation, to make a decision, in writing, and set forth his/her findings of fact, reasoning, and conclusions of the issues submitted:
    - 1) The arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
    - 2) He/she shall have no power to rule on those matters previously exempted from the grievance procedure.
  - e. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board.
  - f. The arbitrator's decision shall be rendered not later than thirty (30) days from the date of the closing of the hearing, or if all hearings have been waived, from the date final statements of proof are submitted to him/her.
  - g. The filing fees and expenses of the arbitrator shall be shared equally between the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of a witness, other than the Association president and grievant who will not lose time nor pay, called by the other.
- E. Claims for back pay shall not exceed fifteen (15) days from the date on which the grievance was filed. All claims of back wages shall be limited to the amount of wages that the employee would otherwise have earned. All claims arising out of the same transaction or event shall be joined at the second step of the grievance procedure or forfeited.
  - F. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
  - G. Any written agreement reached between the Board and the Association is binding on all employees affected and cannot be changed by an individual.
  - H. Where more than one written grievance involving the same issue has been filed and processed through the grievance procedure to Step 3, the parties may, by mutual written agreement at Step 3, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step 3, while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances held at Step 3.
  - I. Nothing contained in this article shall be construed as limiting the right of an employee having a grievance to discussing and having it resolved with the employer, provided the Association is given the opportunity to be present at the grievance hearing and the written decision of the District is not inconsistent with the terms of this Agreement.

#### **ARTICLE XIV - NO STRIKE - NO LOCK-OUT**

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

#### **ARTICLE XV - MISCELLANEOUS PROPOSALS**

- A. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- B. It is agreed that the parties shall meet to discuss the Facilities Management Department classifications and assignments. Any changes made shall require mutual agreement by the parties.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. This Agreement supersedes and cancels all previous Agreements, verbal or written, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party, unless executed in writing by the parties hereto.
- E. Copies of the complete Agreement shall be available for all employees on the District website. Twenty five (25) printed copies shall be provided to the Association at the expense of the Board.

#### **ARTICLE XVI - TRAINING**

- A. The Board may conduct training programs in all departments of the unit for the purpose of enhancing the qualifications of the individuals. Such programs may be instituted for:
  - 1. Special Education students
  - 2. Cooperative Education students

**ARTICLE XVI – TRAINING (continued)**

- B. Before a student is placed in any department, the training teacher will work out an agreement with the employee, his/her supervisor, and the Association representative, regarding the training program.
- C. No employee shall be required, but may upon mutual agreement, assist in the training of the assigned student.

**ARTICLE XVII - DURATION OF AGREEMENT**

- A. The provisions of the Agreement shall become effective July 1, 2011 and shall continue in full force and effect to, and including, June 30, 2014.
- B. If any negotiations described in Section A., above, reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed.
- C. In witness thereof, the Association and the Board have caused this Agreement to be executed in their names by their authorized representatives, the day and year first written above.

**FARMINGTON CMC-MEA-NEA**

**FARMINGTON BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Richard Green, President

BY: \_\_\_\_\_  
Howard I. Wallach, President

BY: \_\_\_\_\_  
Loreta Ferrari

BY: \_\_\_\_\_  
Sheilah P. Clay, Vice-President

BY: \_\_\_\_\_  
Gary Kurzynski, Vice-President

**ADMINISTRATION:**

BY: \_\_\_\_\_  
Michael Bishop

BY: \_\_\_\_\_  
Susan H. Zurvalec, Superintendent

BY: \_\_\_\_\_  
Hector LeBlanc

BY: \_\_\_\_\_  
Barbara A. Fries  
Director of Human Resources

BY: \_\_\_\_\_  
Laurie Moore  
Executive Director

BY: \_\_\_\_\_  
David C. Ruhland, Assistant  
Superintendent, Human Resources

**APPENDIX A: 2011-2014 HOURLY RATES**

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

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

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

<b><u>CLASSIFICATION</u></b>	<b><u>PROBATIONARY RATE</u></b>	<b><u>AFTER 1 YR</u></b>	<b><u>AFTER 5 YRS</u></b>
<b><u>DEPT. GROUP #1 – TIER 1 &amp; 2</u></b>			
Cooking Manager	\$ 11.85	13.54	15.58
Satellite Managers	10.03	11.56	13.66
Cooks and Bakers	10.89	12.47	14.56
Kitchen Helpers	9.88	11.37	13.44
Cloverdale	10.80	12.58	14.65
Truck Driver	13.31	15.61	17.64
<b><u>DEPT. GROUP #2 – TIER 1 &amp; 2</u></b>			
Head Custodian - H.S.**	14.52**	16.58**	16.60**
Head Custodian - M.S.	14.07	16.18	16.21
Head Custodian – Upper Elementary	14.07	16.18	16.21
Head Custodian - Elem. & Admin.	13.97	15.98	16.04
Asst. Head Custodian - H.S.	14.17**	16.23**	16.28**
Asst. Head Custodian - M.S.	13.78	15.81	15.85
Asst. Head Custodian – Upper Elementary	13.78	15.81	15.85
Custodian	12.93	14.91	14.95
<b><u>MAINTENANCE – TIER 1</u></b>			
High School Utility	18.26	20.89	20.96
Maintenance Operational Utility	18.26	20.89	20.96
Pool Utility	17.01	19.62	19.73
Truck Driver	18.01	20.73	20.76
Ship/Receiving Clerk/Driver	18.01	20.73	20.76
Ship/Receiving Coordinator	18.91	22.28	22.38
HVAC	27.60	28.73	28.79
Skilled Maintenance/Operations	19.10	21.86	21.91
Skilled Bldg/Truck/Maint.Oper.	19.10	21.86	21.91
Master Plumber	22.29	25.28	25.34
Master Electrician	22.29	25.28	25.34
Journeyman Carpenter	21.10	23.86	23.91

**APPENDIX A: 2011-2014 HOURLY RATES**

**MAINTENANCE – TIER 2**

High School Utility	15.52	17.76	17.82
Maintenance Operational Utility	15.52	17.76	17.82
Pool Utility	14.45	16.69	16.77
Truck Driver	15.31	17.61	17.64
Ship/Receiving Clerk/Driver	15.31	17.61	17.64
Ship/Receiving Coordinator	16.07	18.94	19.03
HVAC	23.46	24.42	24.47
Skilled Maintenance/Operations	16.23	18.57	18.62
Skilled Bldg/Truck/Maint. Oper.	16.23	18.57	18.62
Master Plumber	18.95	21.49	21.54
Master Electrician	18.95	21.49	21.54
Journeyman Carpenter	18.23	20.57	20.62

\*\* In the event the District elects to reinstate the pool utility positions, the twenty-five cents (\$.25) per hour paid pursuant to Article VI.A.6.d.5)vi. will cease to be paid.

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING**

**between**

**FEA, ESP, CMC, FTA**

**and**

**FARMINGTON PUBLIC SCHOOLS**

It is understood by the parties that the Board of Education has a policy prohibiting smoking throughout the school district; its facilities, grounds and vehicles. This policy was issued in a sincere effort to help create a healthy working and learning 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.

\_\_\_\_\_  
FEA, ESP, CMC, FTA

\_\_\_\_\_  
Farmington Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX C**

**FARMINGTON PUBLIC SCHOOLS – CMC EVALUATION FORM**

Name: \_\_\_\_\_ School Year: \_\_\_\_\_

Building: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

- Key:
- S = Satisfactory: Individual's performance fulfills the normal job requirements for this position.
  - U = Unsatisfactory: Individual's performance is clearly below the level of acceptability.
  - NI = Needs Improvement: Individual's performance is below the job requirements but could be improved through Staff Development, experience and/or application.
  - NA = Not Applicable
  - NO = Not Observed

The evaluator indicates his/her perception of the employee's performance and verifies this perception with written comments and offers specific suggestions for improvement where needed.

The evaluator's signature indicates the person responsible for conducting the evaluation. The employee's signature indicates that he/she has read the evaluation and received a copy of it. The employee may attach a letter of dissent, if desired.

**S    NI    U    NA/NO**

1. **Responsibility:** Where applicable, individual is able to organize, plan and control own work, keeping on top of work, and keeping projects moving toward completeness. The employee exhibits proper use and care of equipment, is dependable, and has the ability to follow through and accomplish a task.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



S    NI    U    NA/NO

**2. Knowledge of Work:** Employee demonstrated the skills directly related to the performance of the job.

\_\_\_\_\_

OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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**3. Quality of Work:** Duties are performed in an efficient, complete and timely manner. Neatness, accuracy and competence are evident.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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**4. Initiative:** Employee is resourceful. He/she attempts to anticipate problems and to find solutions to problems. He/she needs a minimal amount of direction.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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S NI U NA/NO

**5. Adaptability:** The employee is flexible and willing to try to adjust to changing conditions and new situations

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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**6. Judgment/Confidentiality:** Employee makes sound decisions and exercises discretion as appropriate, given the situation.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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**7. Attendance and Punctuality:** Employee is prompt and follows building and/or department attendance procedures.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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S    NI    U    NA/NO

**8. Appearance:** The employee's general appearance is neat, clean and appropriate to the surroundings in which he/she works.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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**9. Students/Staff Relationship:** The employee displays a willingness to assist others and recognizes his/her work as a service to the students, staff and community.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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**10. Attitude Toward Others:** The employee is a team worker and uses tact and discretion in dealing with others.

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OBSERVATIONS LEADING TO JUDGEMENT:

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IMPROVEMENT NEEDED TO CORRECT DEFICIENCIES:

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## APPENDIX D

### ANTI-HARASSMENT REPORTING PROCEDURES

The following procedures are recommended to employees:

- A. Unless it would be futile or you feel uncomfortable doing so, politely but firmly confront whomever is doing the harassing. State how you feel about his/her actions. Politely request the person to cease harassing you because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion. Write a statement about the incident of harassment indicating the date, a summary of your conversation with the person you believe is harassing you, and what the person's reaction was when you confronted him/her. Keep this statement for possible use at a later time. If you are uncomfortable with this step, or if it is impractical for some reason, please refer to step #B.
- B. When you feel that you are being harassed, promptly report this to either your supervisor (unless your supervisor is the alleged harasser), or either of the following administrators:

Assistant Superintendent, Administrative Support Services  
Farmington Public Schools  
32500 Shiawassee  
Farmington, MI 48336  
248-489-3356

or

Director, Instructional Equity & Support Services  
Farmington Public Schools  
32789 W. Ten Mile  
Farmington, MI 48336  
248-489-3595

This contact may be made either by telephone or in writing. When such contact is made, please state the specific details of the harassing incident(s).

- C. All complaints will be handled in a timely and confidential manner. Except as required in the context of any legal or administrative agency proceeding, information concerning a complaint will not be released by the school district to anyone who is not involved with the investigation. No one involved will be permitted to discuss the subject outside the investigation. The purpose of this provision is to protect the rights and confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of harassment, and to protect the reputation of any employee wrongfully charges with harassment.
- D. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in any investigation.
- E. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and to prevent it's recurrence will be taken.
- F. These procedures are recommendations and the procedures themselves are non-grievable.

## APPENDIX E

### OTHER QUALIFIED ADULT

**THIS AGREEMENT** is entered into this 5<sup>th</sup> day of January, 2009, between Farmington Public Schools (“School District”), and the Farmington Custodial Maintenance/Cafeteria Association, MEA/NEA (“CMC”).

In consideration of the mutual covenants hereinafter set forth, the School District and the FTA agree that, for the purpose of insurance benefits provided by the School District, the following standards shall apply to an “Other Qualified Adult” or “OQA”:

- A. An eligible bargaining unit employee may enroll one person as an OQA, but to do so all of the following criteria must be met:
1. The OQA must be at least 18 years of age;
  2. The OQA must not be eligible to inherit from the employee under the laws of intestate succession in the State of Michigan;
  3. Neither the employee nor the OQA may be married to anyone by statute or common law;
  4. The employee must fully complete and submit an “Affidavit of Other Qualified Adult Status.” **Attachment A.**
  5. The employee and OQA must share a common residence and must have done so for at least the six consecutive months prior to submitting an “Affidavit of Other Qualified Adult Status.”
  6. The employee and OQA must together possess at least TWO of the following:
    - a. *Common or joint ownership or lease of their current residence;*
    - b. *Joint checking or savings account; or*
    - c. *Joint credit card.*
  7. At least ONE of the following must be true:
    - a. *The employee or OQA has a durable power of attorney for financial management of the other;*
    - b. *The employee or OQA has a durable power of attorney for health care where the other is designated the “patient advocate”;* or
    - c. *The OQA has been designated as the primary beneficiary in the employee’s will or living trust, employer-paid life insurance policy, non-employer paid life insurance policy with benefits equal to or greater than \$50,000.00, retirement account (i.e., 401(k), 403(b), IRA) or pension plan.*

- B. An OQA must meet any and all requirements and/or qualifications of the insurance carrier to be eligible for insurance benefits. For purposes of this Agreement, OQA shall include the dependants/sponsored dependants of the named OQA.
- C. A person shall be recognized as an OQA when an employee and the proposed OQA file an “Affidavit of Other Qualified Adult Status” with the Assistant Superintendent for Human Resources. Upon submission of that Affidavit, both the employee and the OQA have a continuing obligation to ensure that the OQA criteria listed in this Agreement (“eligibility criteria”) are met at all times (except for reasonable lapses or breaks in coverage no longer than ten business days). Should the eligibility criteria fail to be met while the OQA is receiving insurance benefits pursuant to this Agreement, both the employee and the OQA have an obligation to immediately report in writing such information to the School District’s Assistant Superintendent for Human Resources.
- D. The School District reserves the right to require any employee and OQA that have submitted an Affidavit of Other Qualified Adult Status to verify the accuracy of any and all eligibility criteria to the satisfaction of the School District at any time while the OQA is receiving benefits from the School District.
- E. The School District will discontinue OQA insurance benefits thirty days after notice is given by the employee or OQA that the eligibility criteria are no longer fulfilled. However, should the School District learn and confirm that the eligibility criteria are no longer met while the OQA is continuing to receive insurance benefits and neither the employee or OQA has informed the School District of such, or if the employee or OQA refuse to verify the veracity of their current fulfillment of the eligibility criteria as required above, insurance benefits for the OQA will be immediately terminated. Moreover, an employee that has submitted an Affidavit of Other Qualified Adult Status and has failed to inform the School District of the OQA’s failure to continue to meet the eligibility criteria and may receive disciplinary action and may be responsible for reimbursement to the School District for the cost of benefits provided during the period of disqualification.
- F. Only a limited number of OQAs will be permitted. OQA benefits shall be issued on a first-come-first-served basis and shall only be granted at a ratio of 1 per 150 covered employees in a given collective bargaining unit on a “cliff” basis. A cliff basis means that the larger ratio number must be actually reached to trigger an additional allowed OQA. Thus, for example, if a bargaining unit contains 748 employees, only four OQAs will be provided unless and until two additional employees join the collective bargaining unit. There shall be, however, no less than one OQA opportunity offered per bargaining unit. Moreover, once an individual receives OQA status they hold that status until it is rescinded or the eligibility criteria are no longer met. Thus, if a bargaining unit contains 750 individuals but attrition lowers that number to 748 individuals, the person holding the fifth OQA status need not give-up their benefits. If the bargaining unit remains below 750 employees, however, a replacement OQA policy would not be offered if one of the five OQAs rescinds their benefits or fails to meet the eligibility criteria unless and until the number of bargaining unit employees rises to 750 or above.

- G. Should the OQA eligibility criteria, or any part thereof, or any portion of any School District policy or agreement that refers to “other qualified adults” or OQAs be deemed by a Michigan or Federal Court or other legal authority to be beyond the School District’s authority, illegal, unenforceable, or void by law or public policy, that portion of this Agreement shall be stricken, and become void, but no other portion of those agreements or School District policies shall be affected by such a finding. Should OQA benefits be stricken, the School District will notify its employees of such and OQA benefits will be terminated upon notice to the employees.
- H. This Agreement is tendered on a trial basis for the remainder of the existing collective bargaining agreement. This Agreement will automatically terminate at the end date of the existing collective bargaining agreement unless it is specifically extended or renewed by both parties.

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Farmington Custodial/Maintenance  
Cafeteria Association

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Farmington Public Schools



**ATTACHMENT A**  
**AFFIDAVIT OF “OTHER QUALIFIED ADULT” STATUS**

Name of Employee: \_\_\_\_\_

Name of Other Qualified Adult (“OQA”): \_\_\_\_\_

We declare that all of the following conditions have been met:

1. The OQA is at least 18 years of age;
2. The OQA is not eligible to inherit from the employee under the laws of interstate succession in the State of Michigan;
3. Neither the employee nor the OQA is married to anyone by statute or common law;
4. The employee and OQA share a common residence and have done so for at least the six consecutive months prior to the signature date of this Affidavit;
5. The employee and OQA together possess at least TWO of the following:
  - a. Common or joint ownership or lease of their current residence;
  - b. A joint checking or savings account; or
  - c. A joint credit card or credit account.
6. At least ONE of the following is true:
  - a. the employee or OQA has a durable power of attorney for financial management of the other.
  - b. The employee or OQA has a durable power of attorney for health care and the other is designated as the “patient advocate”; or
  - c. The OQA has been designated as the primary beneficiary in the employee’s will or living trust, employer-paid life insurance policy, non-employer paid life insurance policy with benefits equal to or greater than \$50,000, retirement account (*i.e.*, 401(k), 403(b), IRA) or pension plan.

We each further acknowledge that we have a continuing obligation to immediately report in writing to the Assistant Superintendent of Human Resources of Farmington Pubic Schools if any of the aforementioned criteria is not met at any time in the future.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
STATE OF MICHIGAN     )  
  )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_ who made oath that he/she read the forgoing *Affidavit*, and signed the same and that the contents thereof are true.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Other Qualified Adult)

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_ who made oath that he/she read the forgoing *Affidavit*, and signed the same and that the contents thereof are true.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Date Received by Farmington Public Schools: \_\_\_\_\_

Received by : \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX F**

**MEMORANDUM OF UNDERSTANDING  
between the  
FARMINGTON FEA, ESP & CMC ASSOCIATIONS  
and the  
FARMINGTON PUBLIC SCHOOLS**

1. The purpose of the installation of cameras/monitors is to increase the safety and security in that building.
2. Prior to the installation of cameras/monitors in a building, the Association will be given an effective voice in the decision. The entire staff in the building will be notified prior to placement of cameras/monitors, unless the Association agrees that notification is not needed.
3. If any incident of illegal activity of staff is observed on the tapes, the Associations will be immediately notified and will be given the opportunity to review the tape(s) within three (3) days of receipt of the notice. Since the intent of video monitoring is to detect illegal activity by students and to manage their behavior, the District will not use information gained on the tapes as evidence to evaluate an employee. The tape will also not be used as the sole evidence to discipline an employee. If a written statistical report regarding the taping or as the result of the taping is generated, the Associations will be immediately faxed/sent a copy of the report.
4. If nothing is found on the tape(s) regarding staff, the tape(s) will be destroyed within sixty (60) days.
5. The cameras will not be hidden.

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FEA, ESP, CMC, MEA-NEA

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Farmington Public Schools

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Date

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Date

**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING  
Between the  
CMC, MEA-NEA  
And the  
FARMINGTON PUBLIC SCHOOLS**

The parties to this MOU strive to properly compensate individuals for the work they do and, from time to time, provide additional compensation when those duties are over and above the expectations of the basic position.

The collective bargaining agreement, in Article VI.A.7., provides for an additional \$1.50 per hour increase for individuals who assume a leadership positions which will henceforth be designated as "Level I". The parties, by this MOU, wish to provide a new Level II hourly increase of \$1.75 which will be paid in addition to the Level I increase when administration identifies or assigns duties to a position requiring leadership skills which exceed the basic Level I duties. These additional duties would include, but not be limited to, performing tasks which were previously performed by supervisory or administrative personnel.

In the event there is a delay in increasing an employee's compensation to the higher level Administration agrees that the increase will be retroactive to the date the employee qualified or the beginning of the contract year in which the increase occurs as appropriate.

\_\_\_\_\_  
Custodial Maintenance Cafeteria (MEA-NEA)

\_\_\_\_\_  
Farmington Public Schools

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

**APPENDIX H**

**MEMORANDUM OF UNDERSTANDING  
between the  
C.M.C., MEA/NEA  
and  
FARMINGTON PUBLIC SCHOOLS**

At a meeting on June 3, 2008 of the CMC Labor Relations Committee the District and the Association agreed that the District will supply five (5) uniforms to each of the maintenance employees and truck drivers on an annual basis and that the employees receiving the uniforms would be expected to wear the supplied uniforms. It was also agreed that alternate clothing could be requested in place of the standard uniform selections as provided by Article VI A.5.a).1.

The purpose of this Memorandum is to more clearly define the term “alternate clothing”. Alternate clothing shall be defined as the substitution, in part or whole, of the normal work uniform selections *with* a long winter weight jacket, a short combed cotton type jacket, or a pair of coverall style insulated winter pants. The sum total **will not** exceed *one hundred sixty five dollars (\$165.00) per employee for the 2008-2009 work year and will be adjusted annually, as necessary, according to the vendor’s price for five (5) pair of pants and (5) long sleeve shirts .*

All of the apparel will be selected using an order form supplied by the District and each item will be imprinted with the employee’s name and the name of the District.

\_\_\_\_\_  
C.M.C. MEA/NEA

\_\_\_\_\_  
Farmington Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX I**

**MEMORANDUM OF UNDERSTANDING  
between the  
FARMINGTON CMC ASSOCIATION, MEA-NEA  
and the  
FARMINGTON PUBLIC SCHOOLS**

**403B PLANS**

The parties hereby agree to amend Article VI. A. 3. a. 4) of the master contract by adding the following language with appropriate formatting:

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(b) plan document as appropriate under IRS regulations.
  
- B. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the parties agree that;
  - 1. A plan document, consistent with all legal requirements shall be mutually developed by the parties by December 31, 2008.
  
  - 2. The plan document shall allow employees the ability to make changes in the investment portfolio.
  
  - 3. Additionally, the plan document shall allow for:
    - a. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for the purpose.
  
    - b. All bargaining unit members are eligible to participate in the plan.

\_\_\_\_\_  
Farmington CMC Association

\_\_\_\_\_  
Farmington Public Schools

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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