

Ratified by Federation-MFT:
 Approved by Fairview Area Schools Board of Education:

**Fairview Federation of School Related Personnel
 2007 - 2008
 INDEX**

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CONTRACT AGREEMENT

Preamble

This agreement is entered into, effective July 1, 2007, between the Fairview Board of Education, Fairview, Michigan, hereinafter, called the "Board", and the Fairview Federation of School Related Personnel, hereinafter called the "Federation".

Whereas, the Board has a statutory obligation pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Federation as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement:

Therefore, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Federation as the sole and exclusive bargaining representative of all employed maintenance/custodians, high school and elementary secretaries, paraprofessionals, cooks and all other support personnel who are employed for more than an average of five hours per school day, excluding bus drivers, supervisors, confidential personnel, and all others. The Board agrees not to negotiate with or recognize any organization other than the Federation for the duration of this Agreement.
- B. The agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its term. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contract previously in effect. All future individual employee contracts shall be made expressly subject to the terms of this agreement.
- C. Within thirty (30) days of the beginning of their employment, the employer shall inform employees of their options concerning union membership. It shall be the responsibility of the Federation to see that necessary withholding forms and documents are completed.
- D. If any provisions of this agreement or any application of this agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. All personnel represented by the Federation in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit members". The term "employee(s)" when used hereinafter in this agreement, shall refer to all employees represented by the Federation in the bargaining unit.

ARTICLE II
Limitation of Authority & Liability

- A. No employee, Federation member or other Agent of the Federation shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, PA 1965, nor shall the employer provoke any such action.
- B. Any individual employee or group of employees who willfully violate or disregard the grievance procedure as set forth in Article XVI of this agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Federation.

ARTICLE III
Board's Rights and Responsibilities

- A. The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the school district.
 - 2. Continue its right to adopt policies and practices of determining qualifications, assignments and direction of its personnel; determine the number of personnel and scheduling of all the foregoing.
 - 3. Direct the working forces, including the right to hire, evaluate, promote, suspend and discharge employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
- B. The FEDERATION recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the school district, and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employment; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE IV Employees' Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all employees shall have the right freely to organize, join and support the FEDERATION for the purpose of engaging in collective bargaining or negotiating and other activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it shall not directly, or indirectly, discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan, Constitution of Michigan and the United State; that it will not discriminate against any employee with respect to hours, wages or any other conditions of employment by reason of his/her membership in the Federation or collective professional negotiations with the Board, or his/her instituting of any grievance, complaint or proceedings under this agreement, or otherwise with respect to any terms or conditions of employment.
- B. Use of Building and Facilities: The Federation and its members are granted the privilege to use building facilities at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal operation of the school.
- C. Bulletin Boards and School Boxes: Bulletin boards shall be made available to the Federation and its members. The Federation may place its material in the mail system, through e-mail or post notices of meetings and results of Federation meetings or election results and the like. The material shall be signed by a Federation official. Materials other than the above shall be submitted to the superintendent for approval before posting or placement in school boxes. Bulletin boards shall be in the vicinity of the school mail boxes.
- D. Insignia and Pins: No employee shall be prevented from wearing the insignia or pin of membership in the Federation either on or off school premises.
- E. Employees' Records Kept by the Board: Each employee shall have the right upon request to review the contents of his/her personnel file. The file shall include record employment, contracts, evaluations, transcripts, certification and data requested by the Board. A representative of the Federation may, at the employee's request, accompany the employee in this review. Satisfactory and unsatisfactory reports will be expunged based upon an individual basis, subject to restrictions under the law.
- F. Employees and Students: No Federation or Employee's view on matters relating to supervisor-employee or Board-Federation relationships, personnel problems or disciplinary action, will be discussed by an employee in the presence of a student or uninvolved employee in the performance of employee duties.

ARTICLE V Compensation

A. Secretaries:

1. School calendar days of up to 183, 193 including days in item 3 below.
2. 7.75 hours per day
3. Days prior to and after school
 - a. Elementary 15 days
 - b. Secondary 15 days
4. Vacation credit days: Years 2 – 5 = 4 credits Years 6 – 15 = 8 credits Years 16 plus = 12.5 credits
5. The hourly wages shall be:

2007-2008	Prob. - \$11.03	2-10 yrs. - \$12.18	11-20 yrs - \$13.32
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B. Custodians: (Category is inactive due to out sourcing)

1. Full Year
2. A normal work day would be for eight (8) hours, usually 7:00-3:30 or 3:30-12:30. Based upon work requirements and in consultation with the affected employees, work hours may be adjusted.
3. The hourly wages shall be:

2007-2008	Prob. \$11.03	2-10 years	\$11.70	11-20 years	\$13.16
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C. Paraprofessionals: The hourly rate shall reflect a differential based upon requirements of the federal No Child Left Behind legislation and requirements of the State of Michigan.

1. Days of Student attendance **up to** (180) + 2 discretionary of administration
2. 7.5 hours per day
3. **Due to the specific training and responsibilities of the librarian designation, the pay rate is fixed to position and would not transfer if the individual was assigned as a traditional paraprofessional.**
4. The hourly wages shall be:

		Para.	MTTC	Associate Degree-Para	Para/librarian
2007-2008	Prob. Yr.	\$10.70	\$10.92	\$11.14	\$11.14
	Base Rate	\$11.02	\$11.24	\$11.46	\$11.46

D. Food Service:

		Cook	Head Cook
2007-2008	Prob. Yr.	\$ 9.66	\$ 10.20
	Base Rate	\$ 9.94	\$ 10.49

(see also page 6)

E. Wage Reopening: Should this article be needed, it shall be subject to re-opening in specified school years for discussion of the wage scales only. Such re-opening must be requested by either party, not later than the second (2nd) Monday in April prior to implementation.

ARTICLE VI
Work Year, Work Week, and Work Day

- A. The normal scheduled work week will be Monday through Friday.
- B. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one work week.
- C. Any employee who works eight or more hours per day will receive one paid 15 minute break in the morning and one paid 15 minute break in the afternoon. A 30 minute, duty free, uninterrupted lunch period shall also be provided for employees. Any employee working less than eight (8) hours shall be entitled to breaks in proportion to the hours worked. If an employee does not receive a break, he or she shall be compensated at the straight time rate. Employees performing duties for multiple classrooms will be granted transfer time, allowing them to move from one station to another.
- D. Overtime shall be divided among employees within each department. Advance notice of overtime will be given to the affected employee whenever possible.
- E. The School Board agrees to work employees only within their own classification and not in a certified position, unless otherwise mutually agreed by the affected employee, the union and the supervisor.
- F. Overtime is to be avoided if possible and needs to be approved in advance by a supervisor. Should overtime work be necessary, it will be paid at a rate of one and one half times the regular rate for hours worked.
- G. Occasionally, school is canceled or dismissed early due to inclement weather, Acts of God or by Administration discretion. When these conditions exist, it is difficult to establish equity; however, certain jobs can and must carry on. The following guidelines are established to assist employees:
 - 1. Should school not open due to inclement weather, employees are not encouraged to drive to school during unsafe conditions. However, if conditions are safe, certain employees may be called in.
 - 2. If school dismisses earlier than normal, employees will be paid a full day's work.
 - 3. If school dismisses earlier than normal, some employees may be required to stay at school to assist administrators to assure that all students are safely home.
 - 4. Custodians will be responsible for cleaning and securing the building after the students have left.
 - 5. Support staff will receive compensation for **up to four snow days**, not subsequently made up.
- H. Students shall not be used to perform the jobs of bargaining unit members in order to solely reduce a current unit member's hours.
- I. When the Head Cook is required to prepare a catered meal during regular work hours, she will be credited with an additional hour's wage for each three hours spent on catered meals.

ARTICLE VII
Vacancies, Promotions and Transfers

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Any bargaining unit member may apply for a posted vacancy. The posting will include:
1. Type of work
 2. Location of work
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Job description
 7. Minimum requirements
- B. All vacancies shall be posted on the lounge bulletin board, and in the Administrative offices, for a period of five (5) working days and sent to the Union President. Interested employees may apply in writing to the superintendent or designee within the five (5) day posting period. The Union President or designee shall notify the employees of vacancies occurring during the summer months (June, July, and August). Employees in layoff will be notified by the employer by mail.
- C. All vacancies will be filled on the basis of qualifications and seniority. All vacancies will be posted in accordance with Section A. Preference shall be given to qualified applicants from within the bargaining unit within classification and seniority will be a weighing factor in filling of any vacancy for which the applicants meet the minimum requirements.
- D. Employees transferred to a different classification or different position shall retain their same rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period, the employee shall be compensated at the rate for the new classification. Any employee involuntarily transferred from his/her classification to another classification within the bargaining unit shall be paid her/his present rate for the same thirty (30) day period. Effort shall be made so that an employee's hours of employment will not be reduced due to involuntary transfer.
- E. "Resignation" is defined as notification by an employee that she/he will be stepping down from his/her position due to retirement or quitting. A notice to the employer of not less than (30) thirty days shall be made; loss of terminal leave days may be made in lieu of days of notice.

ARTICLE VIII
Sick Leave Pay

- A. Sick Leave
A nine (9) month (160-193 days) employee shall be granted annually 10 days sick leave. A ten (10) month (194 – 235 days) employee shall be granted annually 11 days sick leave. A twelve (12) month (236 + days) employee shall be granted annually 12 days sick leave. Unused sick leave shall be accumulated year-to-year to a maximum equal of 183 days. Employees shall be entitled to full pay when using accumulated sick days from previous years as specified in paragraph *B*. Upon completion of accumulated sick leave, deductions for additional days missed shall begin immediately from that pay period.
- B. Each employee shall be entitled to an accumulation for the unused portion of each year's leave, up to a maximum of the total days as stated in paragraph A, which shall be available in future years. The total amount due will be declared to each unit member at the beginning of each school year.
- C. Personal illness shall be defined as a genuine illness, disease or affliction that an employee has on his/her own body that requires confinement at home, hospitalization, medication or a doctor's care.
- D. Ten (10) sick days each year may be used when an employee's parent or member of the employee's household is ill. Members of the household shall be limited to those persons who qualify as dependents under the Internal Revenue Service Code. These sick days are to be subtracted from the employee's accumulative sick leave total. These days are not accumulative.

ARTICLE IX Other Leaves of Absence

- A. No more than three (3) days per funeral will be given for funerals in the immediate or personal family. Immediate family shall include spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents, grandparents, grandchildren, brother-in-law, and sister-in-law. These days are not accumulative.
- B. Each nine month employee shall be allowed two (2) days paid leave of absence each year; those working ten months or more shall be allowed three (3) days paid leave of absence each year. These days are not to be accumulative. They are not to be used to extend a vacation period or seek employment elsewhere. When time permits, the request for a leave of absence is to be made far enough in advance of the leave date to enable the building principal to obtain a substitute. If no substitutes are available, the building principal may deny the request. **As an incentive for the support staff to be prudent in their use of personal leave of absence days, the Board shall, at the end of each school year, pay each support staff person his/her unused leave days at the rate of 50% of a normal day's wages.**
- C. The Board recognizes the conditions of the Family Medical Leave Act as it applies to maternity and family care leave. If possible, in order to provide for continuity, the member shall provide the Superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the member's replacement.
- D. Sabbatical leave shall be granted without pay for continued education by mutual consent.
- E. The Board agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty or subpoenaed on a school related matter. Employees shall be paid for the full day after endorsing the jury check to the district. Employees are entitled to keep any travel allowance paid by the city, county, or state for mileage. Except for expenses reimbursement, no employee shall profit from such leave beyond their normal wage.
- F. The federation shall be granted the use of up to five (5) days for federation business without using sick time provided that there are substitutes available and that an undue hardship is not imposed upon the district. The federation will reimburse to the district the total cost of substitute salary, including FICA, retirement, plus ten percent (10%) for payroll handling.
- G. Absences taken during the school year, other than those for which provision has been made under this agreement, shall not be permitted except at the discretion of the Superintendent. Deductions from salary for such absences shall be at the rate that would have been earned for the time missed.
- H. Worker's compensation – All regular employees shall be covered by applicable Worker's Compensation laws and school benefits; provided, also where the employee has sick leave reserve and receives income under the Worker's Compensation Act, such income at the employee's option shall be supplemented by the Employer with an amount sufficient to maintain the regular salary or wage. It is understood that no employee can realize monetary gains resulting from application of this language in applicable cases. Further, it shall be the employee's responsibility to immediately report any wages received from Worker's Compensation. Failure to comply with this provision shall subject such an employee to disciplinary action by the employer, up to and including discharge.

- I. Paid Holidays: Employees working one hundred – ninety (190) or more days shall be eligible to receive paid holidays as follows:
New Year's Day
Good Friday
Memorial Day
Labor Day
First Day of Rifle Season (unless it falls on a weekend)
Thanksgiving Day
Day after Thanksgiving
Christmas Day
4th of July (Maintenance/Custodians only)

- J. Vacations
Full-time non-certified employees working 240 days or more shall earn vacation based on the length of continuous employment at the following rate: ten (10) days of vacation following each year of full time employment for one (1) through fifteen (15) years; fifteen (15) days of vacation following each year of employment for sixteen (16) years through twenty (20) years; and twenty (20) days of vacation following each year of employment for twenty-one (21) years or more of employment. Vacation days are to be scheduled with and at the approval of the immediate supervisor. Conflicts around multiple requests for the same vacation days shall be settled based on length of service to the district. In the event that no substitute is available, the administration reserves the right to cancel requested vacation times in cases of emergency.

Vacation days cannot be carried over into the next employment year, designated as July 1st, unless previously arranged with the Superintendent. Holidays which fall in a work week during which a vacation is taken shall not be counted as vacation days.

ARTICLE X

Terminal Leave

In appreciation for services to the school district, a terminal leave payment of twenty-five percent (25%) of unused sick leave, up to 100 days for a nine (9) month (160-193 days), 110 days for a ten (10) month (194 – 235 days) employee, and 120 days for a twelve (12) month (236 + days) employee shall be granted. This will be based upon the hourly rate per day which the employee received as of August 21, 2002. No additional redeemable days may added after this date except in cases in which the cache has been drawn upon as sick days. In those cases, the cache may be rebuilt. The total amount will be declared at the beginning of each school year.

Comment [j11]: Not sure if this is rewritten right.

ARTICLE XI
Employee Evaluation

- A. Each employee will be evaluated at least once every two (2) years. Each probationary employee will be evaluated at least once during her/his probationary period of forty-five (45) days. Failure to perform evaluation shall mean that evaluation is satisfactory.
- B. All evaluations must be discussed through a personal interview with the employee within five (5) days of evaluation and before they are submitted to the Superintendent and shall bear the signatures of the evaluator and the employee. Employees will be provided the opportunity to discuss their evaluation with the supervisor who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicate the employee has received it. If the employee does not agree with the evaluation, she/he may attach a written response to the evaluation within ten (10) days.
- C. A copy of the written evaluation shall be submitted to the employee at least one (1) day prior to his/her personal interview.
- D. All unit members will be evaluated by the supervising administrator. Unsatisfactory evaluations may be amended with a letter of protest not to exceed two (2) pages.

ARTICLE XII
Personnel Files

- A. The personnel files are and remain the property of the Board and are under their custodial care and supervision at all times.
- B. An employee shall have the right to review the contents of his/her personnel file, excluding initial references of the district pertaining to himself/herself, originating after initial employment and have a representative of the FEDERATION accompany him/her.
- C. No material originating after initial employment will be placed in the employee's personnel file unless the employee has had an opportunity to review the material.
- D. Letters of rebuttal may be attached by employee to any document placed in his/her file.

ARTICLE XIII
Protection of Employees

- A. Any complaint directed to an employee shall be promptly called to the employee's attention.
- B. In discipline of students: Since the employee's authority and effectiveness in her/his workplace is undermined when students discover there is insufficient administration backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the workplace.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including violation of ethics asserted by the Board or any agent or representative thereof shall be subject to grievance negotiations procedures hereinafter set forth, except as specifically exempted in contract.
- D. Professional behavior is expected of all staff members. When disagreements arise, issues should be addressed between disputants before taking the matter to a supervisor or beyond. In any dispute, employees shall refrain from unprofessional behavior such as screaming, belittling or making disparaging remarks in front of students and peers.

ARTICLE XIV
Seniority

- A. Seniority is defined as length of service within the district by classification as of the last date of hire.
- B. Seniority shall be lost for the following reasons:
 - 1. Resignation
 - 2. Failure to accept position when recalled
 - 3. Dismissal by the Board
- C. Seniority shall accrue during approved leave of absence up to one (1) year. Part-time employees on a prorated rate shall accrue seniority.

ARTICLE XV
Reduction in Personnel Layoff and Recall Procedure

- A. The word "Layoff" means a reduction in the work force and "Layoff Period" means the time under which this article applies and during which recall is required.
- B. Upon determination by the Employer that a reduction in work force is necessary, the Employer shall meet with the Federation President, or designee, at least sixty (60) calendar days prior to the effective date of layoff except in case of emergency, then this limit may be waived. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work location. An emergency is when unanticipated revenue reductions mandate an immediate cost reduction.
- C. If the district deems a reduction in the work force is necessary, employees shall be laid off in classification by seniority.
- D. A seniority list shall be published by September 10th of each school year. This list shall be provided to the Federation President within one week after publication.
- E. In the event of recall to any job classifications, laid off employees shall be recalled in inverse order of layoff during the layoff period. Notice of recall will be sent to the employees last known address by register mail.
- F. Any employee who is laid off shall have the right to exercise his/her seniority, and return to a vacant position which occurs during the layoff period. The Board will give first consideration to the most senior laid-off employee for new job positions which may not fall into her/his job classification status provided that all candidates have equal qualifications.
- G. In the event of a reduction of work hours in a classification, all employees in that department will have equal reduction of hours; affected employees shall receive a written notice at least fourteen (14) days in advance of the reduction.
- H. A laid-off employee will be given priority consideration on the substitute list. Laid-off employees may continue the insurance benefits subject to the terms and conditions of the insurance carrier at their own expense.
- I. In the event that hiring dates are identical for seniority purposes, the **Board shall designate seniority at the time of hire.** ~~tie will be broken by a coin toss if there are two employees involved or a drawing if there are three or more employees involved. A federation representative shall be present.~~
- J. A lay-off period shall not extend beyond three (3) school years; after that, the right of recall shall end for the position which had been held.

ARTICLE XVI Grievance Procedure

- A. A "grievance" is a claim by one (1) or more employees of improper application of this agreement or Board policy.
- B. Any employee having such a grievance may discuss the matter with his/her supervisor with the object of resolving it informally.
- C. In the event the matter is not satisfactorily resolved, the following procedures shall be followed:
1. **Step One:** The grievance shall be reduced to writing within five (5) school days after the informal meeting, signed by the employee involved and submitted to the supervisor.
 - a. The grievance shall specify the facts giving rise to the grievance, the article and section of the agreement or policy allegedly violated, and the relief requested.
 - b. The supervisor shall submit an answer, in writing, within ten (10) school days. One (1) copy of that decision shall go to the grievant.
 2. **Step Two:** Within five (5) school days after receiving the decision of the supervisor, the aggrieved party may appeal to the Superintendent of Schools or his/her designated representative. The appeal shall be in writing and shall contain the reasons for the appeal.
 - a. Within ten (10) school days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved employee or representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the party involved and the supervisor.
 3. **Step Three:** Within five (5) school days after receiving the decision of the Superintendent, the aggrieved party may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the Superintendent's decision at Step Two.
 - a. Within twenty-five (25) school days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved party and the federation representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision shall be delivered to the party involved, to the federation representative, and to the school Superintendent.
 4. **Step Four:** Within ten (10) days after receipt of the decision of the Board, the Federation may appeal the decision to non-binding mediation under the auspices of MERC, following which the Board shall make final resolution to the issue.

Comment [j12]: Not sure where this was to go or how to write it.

ARTICLE XVII
Duration of Agreement

This agreement shall be effective July 1, 2007, and shall continue in effect for a period of 1 year(s) ending June 30, 2008.

Board of Education, President

Fairview Support Staff, President

Date

Date

Board of Education, Secretary

Date

APPENDIX A

A. Fringe Benefit - Medical. Employees, covered by Board paid insurances during the 2000-2001 school year, shall be offered medical insurance paid by the Board of Education subject to the following conditions and limitations:

1. Medical Coverage
The coverage is to be basic medical coverage, surgical and hospital for the employee and members of the immediate family.
2. Optional Benefits
As an option for those employees who do not choose the basic medical coverage fringe, the Board will pay premiums on dental coverage up to the maximum Board paid premium for "Employee Only" basic medical coverage.
3. Additional Coverage
Any other coverage which an employee may elect to add as options to a policy, such as loss of time coverage, extended care coverage, or life insurance not covered nor is the option guaranteed by this agreement.
4. Proof of Dependents
The Board, through its administration, reserves the right to require an employee to show proof of dependents' status when the inclusion of the dependent(s) requires that additional or continuing premiums be paid.
5. Carrier
The Board reserves the right to select the carrier and hold the policy for the medical fringe benefits. The coverage for Basic Medical fringe is to be comparable to SET, Inc., Plan A (or whichever plan is in effect for the **non-represented** staff).
6. Premiums
The total premiums for Full Family Medical/Hospitalization shall be paid by the Board of Education. There will be a 12% cap on all insurance cost increases paid by the Board with unit members responsible for the balance.

Comment [j13]: Is this where this should go?

B. Fringe Benefit - Dental. Employees, covered by Board-paid **dental insurances during the 2007-2008** school year, shall be offered Dental insurance paid by the Board of Education subject to the following conditions and limitations:

1. Dental Coverage
The coverage is to be coverage for the employee and members of the immediate family. Coverage includes Basic Dentistry--50% with incentive M. Major Dentistry--50% with a combination of annual maximum basic and major benefit of \$1,000.00. Orthodontic Dentistry--50%/\$50.00 deductible/\$1,500.00 lifetime maximum with limiting age of 19.
2. Proof of Dependents
The Board, through its administration, reserves the right to require an employee to show proof of dependents' status when the inclusion of the dependent(s) requires that additional or continuing premiums be paid.

3. Carrier: The Board reserves the right to select the carrier and hold the policy for the dental fringe benefits. The coverage is to be comparable to SET, Inc., Plan A (or whichever plan is in effect for the professional staff).
 4. Premiums
The total premiums for the dental fringe shall be paid by the Board of Education, subject to a cost increase cap of 12%.
- C. Fringe Benefit – Vision Employees, covered by Board-paid **vision insurances during the 2007-2008** school year, shall be offered Vision insurance paid by the Board of Education subject to the following conditions and limitations:
1. Vision Coverage
The coverage is to be coverage for the employee and members of the immediate family. The coverage will be Ultra Vision Plan II with \$50.00 frames.
 2. Proof of Dependents
The Board, through its administration, reserves the right to require an employee to show proof of dependents' status when the inclusion of the dependent(s) requires that additional or continuing premiums be paid.
 3. Carrier
The Board reserves the right to select the carrier and hold the policy for the vision fringe benefits. The coverage is to be comparable to SET, Inc., Plan A (or whichever plan is in effect for the professional staff).
 4. Premiums
The total premiums for the vision fringe shall be paid by the Board of Board of Education, subject to a cost increase cap of 12%.
- D. Fringe Benefit - Long-Term Disability Employees, covered by Board paid insurances during the 2007-2008 school year, shall be offered Long-Term Disability paid by the Board of Education subject to the following conditions and limitations:
1. Long-Term Disability Coverage
The coverage is to be coverage for employees only. The coverage is 60% benefit escalating to 75% with integrated maximum monthly benefit of \$3,500.00/elimination period 120 calendar days.
 2. Carrier
The Board reserves the right to select the carrier and hold the policy for the LTD benefits. The coverage is to be comparable to SET, Inc., Plan A (or whichever plan is in effect for the professional staff).
 3. Premiums
The total premiums for the long term disability coverage shall be paid by the Board of Education, subject to a cost increase cap of 12%.
- E. Flex-Spending Plan Accounts shall be available to unit members and the monthly maintenance fees shall be borne by the employer provided that the unit member makes a one for one match to the employer contribution. While the employee may choose to contribute more, the employer contribution **shall be limited to \$200.**