

Fairview Federation of School Related Personnel
2013 - 2016
INDEX

Article	Heading	Page Number
	Index	1
	Preamble	2
I	Recognition	2
II	Limitation of Authority and Liability	3
III	Board's Rights and Responsibilities	3
IV	Employees' Rights	4
V	Compensation	5
VI	Work Year, Work Week, and Work Day	6
VII	Vacancies, Promotions, and Transfers	7
VIII	Personal Time Off	7
IX	Other Leaves of Absence	9
X	Terminal Leave	10
XI	Employee Evaluation	10
XII	Personnel Files	10
XIII	Protection of Employees	11
XIV	Seniority	11
XV	Reduction in Personnel Layoff and Recall Procedure	12
XVI	Grievance Procedure	13
XVII	Duration of Agreement	14
	Appendix A Fringe Benefits	15
	Appendix B Part Time Employees	15

CONTRACT AGREEMENT

Preamble

This agreement is entered into, effective July 1, 2013, 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, 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, central office personnel, 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. (Both parties agreed to delete this section per PA 53.(upheld by the Court of Appeals ruling on May 9, 2013)). However this decision is under appeal once again. This section will be updated as the courts make final rulings.)
- 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 as recognized in Article 1, Section A.

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 by Classification

A. Custodians:

1. Full Year
2. A normal work day would be for eight (8) hours, as assigned by Superintendent. Based upon work requirements and in consultation with the affected employees, work hours may be adjusted.
3. The hourly wages shall be:

2013-2016	Prob. \$11.09	2-10 years	\$11.93	11-20 years	\$12.53
-----------	---------------	------------	---------	-------------	---------

B. 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 Five (5) additional floating days will be budgeted.
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:

		<u>WorkKeys</u>	<u>MTTC</u>	<u>Associate Degree-Para</u>
2013-2016	Prob. Yr.	\$10.75	\$10.97	\$11.20
	Base Rate	\$11.24	\$11.46	\$11.69
	Years 11-20 Rate	\$11.80	\$12.03	\$12.27

C. Para/librarian (Paraprofessional-seniority accrues.)

2013-2016	Prob. Yr.	\$11.20	
	Base Rate	\$11.69	
	Years 11-20 Rate	\$12.27	

D. Food Service:

		Cook	Head Cook
2013-2016	Prob. Yr.	\$ 9.71	\$ 10.25
	Base Rate	\$ 10.14	\$ 10.70
	Years 11-20 Rate	\$10.65	\$ 11.24

E. Longevity - A longevity increase of 5% will be given at the beginning of the 11th year of Service. This is a one time increase that will be in place for years 11-20.

F. Wage Reopening: No wage reopening for the duration of this contract.

G. Study Committee: The parties agree to each designate two persons to serve on a committee to recommend job descriptions, qualifications and suitability expected for each job classification. The committee shall report its completed work for Board approval not later than August 11, 2013.

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 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 all snow days, not subsequently made up. Days of instruction lost due to snow storms and/or other natural causes shall be made up at the discretion of the Board and at no additional cost to the Board after state guidelines have been followed.
- 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.

- J. Paraprofessionals will be compensated 2 hours for subbing as a teacher for one full day. The compensation will be one hour if subbing for a teacher for ½ day. This time is to be used for holidays or days when there are no students.

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.
- B. All vacancies will be filled on the basis of qualifications and suitability expected for each job classification. Years of service to the District will be a consideration as applied during the interview/selection process. All vacancies will be posted in accordance with Section A. Unless the vacancy is within classification, layoff status outside of classification shall have no bearing. Layoff status is addressed in Article XV.
- C. 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.
- D. "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

Personal Time Off

- A. Introduction: A system of personal time off (PTO) shall be established which shall replace any former arrangements for vacation, sick days, personal days. Upon completion of one pay period (ten (10) days

worked), each support staff employee shall be credited with one (1) PTO unit. PTO usage shall be subject to the availability of substitutes. PTO units may be used in half or whole unit increments for any reason except as noted below. Except in cases of emergency, advance notice of intent to use shall be provided to the employee's supervisor, to permit ample time to locate a substitute. PTO days shall not be counted as "days worked" for purposes of accumulating time towards a PTO unit. Items with an (*) shall be applicable to all categories of employees under this contract.

B. Personal Time Off

Section 1. Current employees will receive PTO units credited at the beginning of each year as follows:

Paraprofessional/Food Service – Not to exceed twelve (12) days

Custodian – Not to exceed fifteen (15) days

Employees hired after August 11, 2008 will receive PTO units as stated in Paragraph A.

Section 2. At the close of the school year, unused units shall convert to sick-time account available for personal illness, while employed, in the future. Sick-time accounts shall be considered full at one hundred eighty (180) days. Sick days accumulated previous to this contract shall carry over.

*Section 3. PTO may not be used to extend a school calendar break unless the employee is prevented from duty due to illness. Redeemable PTO units must be used prior to drawing units from a sick-time account.

*Section 4. The Employer recognizes the conditions of the Family Medical Leave Act as they relate to the use of PTO and sick-time units. Additional or other unpaid leave requests shall be made in writing and submitted to the superintendent or her/his designee at least five (5) work days prior to the anticipated absence. A written response shall be made at least three (3) work days following receipt. Denial of leave may be appealed to the Board of Education.

C. Miscellaneous

Section 1. 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 and shall not include the spousal side in cases of marital dissolution.

Section 2. The Board agrees employees shall be granted a leave of absence with pay when they are subpoenaed by the courts system. Employees being paid are required to endorse the jury check to the district for days in which wages are made whole. 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.

Section 3. The federation shall be granted the use of up to five (5) days for federation business without using PTO time provided that there are substitutes available and that no undue hardship is imposed upon the district. The federation will reimburse to the district the total cost of substitute salary, including FICA, retirement, plus ten percent for payroll handling.

Section 4. Worker's Compensation - All regular employees shall be covered by applicable Worker's Compensation laws and school benefits; provided also, that where the employee has PTO or sick day account 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 until such leave shall be exhausted. 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.

ARTICLE IX

Other Leaves of Absence

- A. 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
- B. Sabbatical leave shall be granted without pay for continued education by mutual consent.
- 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. 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)
- E. 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, 2003. 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.

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.
- D. Years of service will be determined beginning on individual date of hire.

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, recall shall be by seniority within classification at time of layoff. Notice of recall will be sent to the employee's last known address by registered mail.
- F. Any employee who is laid off shall have the right to exercise his/her seniority, and return to a vacant position within classification at time of layoff. 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 classification 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 in positions for which they are qualified. 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.
- K. A staff member who collects unemployment and has not lost actual hours of work shall be obligated to reimburse the Board if subsequently rehired. Said employee shall not suffer loss or gain through early notice of layoff.
- L. 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.

6. Step 5: Should mediation fail to achieve a mutually acceptable solution, parties agree to submit such to binding arbitration; costs to be borne by the losing party. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 *et seq* and MCR 3.602.

ARTICLE XVII
Duration of Agreement

This agreement shall be effective July 1, 2013, and shall continue in effect for a period of 3 year(s) ending June 30, 2016.

Board of Education, President

Fairview Support Staff, President

Date

Date

Board of Education, Secretary

Date

APPENDIX A

- A. 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 \$400.

APPENDIX B

Part-Time Employees

- A. At its discretion, the Board may chose to create positions that are less than full time. Such action may occur under various circumstances and are defined by classification:
1. Across the board by department or classification (See Article XV G.).
 2. Increasing employment but less than full-time: adding a part-time position
 3. Reducing a full-time position when a vacancy occurs: creating two or more part-time positions from one.

- B. Definition of Less Than Full Time and the impact upon contract provisions:

	<u>Full-time</u>	<u>Part-time</u>	<u>Part-time</u>
Position	80%+	51 – 79%	50%-
Wages:	Contract rate	90% of rate	80% of rate
Sick Leave	Prorated days as per Article VIII A. Sick days accumulated while full-time or part-time shall be redeemed as a unit when used based upon status when the unit is used. Example: A day earned while full-time shall be considered day as part-time and a day earned as part-time shall be considered a day as full-time. It is a unit of leave.		
Vacation Days	Contract arrangement	Prorated	None
Insurance	Contract arrangement	Prorated, provided the employee pays the balance	None