

Master Agreement
between the
Fairview Area Schools Board of Education
and the
Fairview Federation of School Related Personnel
2016-2019

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Preamble

This Agreement is entered into between the Fairview Area Schools 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 employees 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 full-time and regularly scheduled part time maintenance/custodians, paraprofessionals cooks who are regularly employed for more than five hours per day. Excluded are bus drivers, supervisors, central office personnel, confidential personnel, substitutes and all others.

Substitutes are those employees used to provide services when a regular employee is absent on a daily or extended basis and when filling vacancies.

The Board agrees not to negotiate with or recognize any organization other than the Federation for the duration of this Agreement.

- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its term.
- C. 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.
- D. The term "employee(s)" when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit.
- E. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy the requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

ARTICLE II

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, discipline 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.

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; 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 III

Employees' Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board and Federation hereby agrees that all employees shall have the right freely to organize, join (or refrain from joining) and support the Federation for the purpose of engaging in collective bargaining or negotiating and other activities for mutual aid and protection. The Federation and Board as a duly elected body exercising governmental power under the law of the State of Michigan, agrees that they 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 they will not discriminate against any employee with respect to hours, wages or any other conditions of employment by reason of his/her membership (or lack of 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. Any alleged violations of this section are not subject to the grievance procedure.
- B. Use of Building and Facilities: The Federation and its members are granted the privilege to use building

facilities for Federation meetings 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.

ARTICLE IV Compensation by Classification

A. Custodians:

The hourly rates shall be:

2016-2019	Prob. \$11.42	2-10 years	\$12.29	11 + years	\$12.91
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B. Paraprofessionals:

1. The hourly rate shall reflect a differential based upon requirements of the No Child Left Behind legislation and requirements of the State of Michigan.
2. Due to the specific training and responsibilities of the Para/ librarian, the pay rate applies only to that position and would not transfer if the individual was assigned outside of that pay classification.
3. The hourly rates shall be:

		<u>Work Keys</u>	<u>MTTC</u>	<u>Associate Degree-Para</u>
2016-2017	Prob. Yr.	\$11.07	\$11.30	\$11.54
	Base Rate	\$11.58	\$11.80	\$12.04
	Years 11 +	\$12.15	\$12.39	\$12.64

C. Para/librarian

2016-2019	Prob. Yr.	\$11.54
	Base Rate	\$12.04
	Years 11 +	\$12.64

D. Food Service:

		Cook
2016-2019	Prob. Yr.	\$10.00
	Base Rate	\$10.44
	Years 11 + Year Rate	\$10.97

ARTICLE V
Work Year, Work Week, and Work Day

A. The normal scheduled work week will be Monday through Friday. The number of work hours per year and the scheduling of the foregoing are determined by the district.

B. Time and one-half will be paid for all hours worked in excess of forty (40) hours in one work week. Overtime must have the prior approval of supervision. paid time off regardless of its origins will not be counted in computing overtime.

Compensatory time in lieu of overtime pay under this section may be approved by mutual agreement between the employee and the district. If mutual agreement is reached, compensatory time will be credited at time and one half and must be used within the fiscal year in which it is credited. If not used by the end of the fiscal year, pay will be issued at time and one half.

C. Except as set forth below, any custodial and paraprofessional employees who are scheduled to work eight hours per day will receive two fifteen (15) minute breaks. A 30 minute, duty free, uninterrupted unpaid lunch period shall also be provided for employees.

Except as set forth below, any paraprofessional employee working less than eight (8) hours and at least five (5) hours per day shall be entitled to one fifteen (15) minute break and a 30 minute duty free unpaid lunch period.

Except as set forth below, food service employees regularly scheduled to work at least six (6) hours per day will receive a thirty (30) minute unpaid lunch period.

If an employee does not receive a break or lunch period, he or she shall be compensated at the straight time rate.

D. Custodial overtime shall be divided among employees within the department on a shift. Advance notice of overtime will be given to the affected employee whenever possible.

E. Occasionally, school is canceled or dismissed early due to inclement weather, Acts of God or by Administration discretion. When these conditions exist, 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 or there is a delayed start, employees will be paid a full day's work subject to section 5 below.
 3. If school dismisses earlier than normal, some employees may be required to stay at school to assist administrators subject to section 5 below.
 4. Custodians will be responsible for cleaning and securing the building after the students have left.
 5. Support staff will receive compensation for all cancelled days of student instruction if the district receives state aid for the day and is not required to reschedule the day. Days of instruction lost shall be made up at the discretion of the Board and at no additional cost to the Board
- 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. 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 VI

Vacancies, Promotions and Transfers

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Any applicant whether internal or external to the bargaining unit 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 district web site for a period of five (5) working days. Interested employees may apply in writing to the Superintendent or designee within the five (5) day posting period
- C. All vacancies will be filled on the basis of qualifications and suitability expected for each job classification and the determination of the district is final and is not subject to review through the grievance procedure.
- D. Employees transferred to a different seniority classification or within a classification to a position with a higher pay rate, 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.

ARTICLE VII

Paid Leave

- A. Employees are reminded that good attendance is important to the day-to-day operation of the district and is expected of all Fairview Area Schools employees. The work that bargaining unit employees perform to is important in achieving the district's service goals and objectives.

Employees are further reminded that substitutes are sometimes not available and the use of substitutes does increase the district's cost of operations.

Whether an employee is covered by Section B or C below, employees are expected to maintain a good attendance record and are reminded that high levels of sick leave accumulation protect themselves and their family in the event of long term illnesses or disabilities.

For those employees who are covered by Section B, the district has an expectation those activities that can reasonably be scheduled outside of work time will be scheduled as such.

- B. Section B will apply to employees in the bargaining unit prior to June 30, 2016.

Personal time off (PTO) usage shall be subject to the availability of substitutes. Unless a PTO unit increment is being used for illness or disability, at least one (1) business days notice is required that the employee is intending to use PTO time. When used for illness or disability, the employee is expected to provide notice as early as possible.

PTO units may be used in half or whole unit increments for any reason

Employees will receive PTO units credited at the beginning of each full year as follows:

Paraprofessional/Food Service – Not to exceed twelve (12) days
Custodian – Not to exceed fifteen (15) days

At the close of the school year, unused PTO units shall convert to the employees sick leave accumulation for personal illness use while employed, in the future.

PTO may not be used day before or after school calendar break-unless the employee is prevented from duty due to illness. PTO units must be used prior to drawing units from a sick-time account.

- C. This section applies to employees entering the bargaining unit after June 30, 2016.

1. Employees will be credited in advance with one half of the paid sick time at the beginning of the employees work year and the other half on January 1 for full year employees and at the start of the second semester for other employees.

Custodians will be credited with a total of up to twelve (12) days per year.

Food service and paraprofessionals will be credited with a total of up to ten (10) days per year.

When requesting a sick leave day, the employee is expected to provide notice as early as possible.

2. Employees may use up to two (2) days per year for personal business if the employee can demonstrate that the business cannot be scheduled outside of work time. These days will not be deducted from sick leave.

at least two (2) work days advance notice needs to be made unless the employee can show that under the conditions, the advanced notice could not be made.

- D. Up to three (3) of accumulated sick days per year may be used for the illness or disability of the employee's child residing at home or spouse.
- E. Unused days will accumulate from year to year up to 180 days.
- F. The sick leave and personal leave will be adjusted for employees who are scheduled for less than a full year for the position the employee is assigned to (i.e. an employee hired after June 30, 2016 who starts at mid-year, gets one half the days).

Sick days, personal leave days and PTO units that are credited in advance are credited in anticipation of the employee's ongoing employment throughout a complete work year. If an employee separates employment during the year or goes on an extended unpaid leave of absence and there are units used in excess of what would have been credited had the days been credited at the end of each month rather than in advance, the excess days used will repaid to the district through payroll withholdings as a condition of this Agreement from the employees final pay check(s) and any remaining balance thereafter through other means on a schedule determined by the Business Office. By way of example, if a custodian in the bargaining unit as of August 11, 2011 is credited with 15 PTO units on July 1 and separates employment at the end of December and has used all 15 PTO units, the custodian owes 7.5 PTO units back to the district.

- G. Sick days, personal leave and PTO will be recorded and paid in units of days that correspond to the employees regular daily schedule of work hours. Should an employee's work schedule change (up or down), the days will be converted to correspond to the new schedule of hours.

H. Miscellaneous

No more than three (3) days per funeral will be given for deaths in the immediate 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.

The Board agrees employees shall be granted a leave of absence with pay when they are subpoenaed to testify on behalf of the district or are called for jury duty. Employees being paid are required to endorse the jury duty check to the district for days in which wages are made whole. Except for expenses reimbursement, no employee shall profit from such leave beyond their normal wage.

Worker's compensation - where the employee has PTO or paid sick time available 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 wage until the employees paid time is exhausted. It is understood that no employee can realize monetary gains resulting from application of this section in applicable cases. Further, it shall be the employee's responsibility to immediately report any wages received from worker's compensation.

4. Where applicable, paid time off and vacation time will be charged against the time afforded for unpaid leaves of absence under the Family Medical and Leave Act.

ARTICLE VIII

Unpaid Leaves of Absence,

- A. Absences other than those for which provision has been made under this Agreement, shall not be permitted.

Extended unpaid leaves of absence may be approved for illness or disability of the employee for up to one (1) year after the employees paid time off is exhausted. The employee must generally provide at least thirty (30) calendar days written notice of their intent to return to work.

Other unpaid time off is limited to eligible employees as afforded by the Family Medical and Leave Act.

ARTICLE IX

Holidays

Custodial employees working one hundred – ninety (190) or more days shall be eligible to receive paid holidays as follows for those days that fall within the employee's work year:

New Year's Day
Good Friday (if students are in attendance, an alternative date will be scheduled)
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

In the event an employee is required to work on a scheduled holiday, the employee will receive their regular pay for the hours worked plus holiday pay.

ARTICLE X

Vacations

Custodians 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;

twenty (20) days of vacation following each year of employment for twenty-one (21) years or more of employment.

Employees who transfer from a less than full year position to the custodial classification will have the years of service in the bargaining unit in less than a twelve (12) month position prorated at seventy-five (75%) percent to determine placement on the vacation schedule.

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 fiscal year (July 1 to June 30) unless previously arranged with the Superintendent.

Holidays which fall in a work week during which a vacation is taken will be paid and shall not be deducted from the employee's vacation days.

ARTICLE XI

Employee Evaluation

- A. Each employee will be evaluated at least once every two (2) years after the completion of the probationary period.
- B. All evaluations must be discussed through a personal interview with the employee within five (5) days of the last observation 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 and as such, is not subject to review through the grievance procedure.
- C. A copy of the written evaluation shall be submitted to the employee at least one (1) day prior to his/her personal interview.

ARTICLE XII

Personnel Files

- A. The personnel files are and remain the property of the Board.
- 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 present.
- C. 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 called to the employee's attention if the incident may give rise to an investigation that may lead to disciplinary action or discharge.
- B. 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 who has completed the probationary period shall be disciplined, or discharged for reasons that are arbitrary or capricious. Any such actions instituted 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 for employees who have completed the probationary period is defined as length of service within the district within a by classification as of the first day worked in that classification since the last date of hire. Prior service, substitute service and employment as a part time employee who's hours would exclude them from the bargaining unit will not be counted.

The classification for purposes of seniority are as follows:

- Food service
- Custodial
- Paraprofessionals

Employees transferring between classifications shall have their seniority in their former classification frozen and will be placed at the bottom of the new classification list based upon the first day worked in the new classification.

An employee hired into the bargaining unit will serve a forty-five (45) working day probationary period. If days are missed during the probationary period, the probationary period will be extended. Probationary employees will not be entitled to any benefits under this Agreement other than the appropriate hourly rate of pay. Once the probationary period is complete, the employee will be added to the seniority list based upon the first day of work in the bargaining unit. Paid sick leave time for the period of probation will be credited for future use once the probationary period is complete.

- B. Seniority and further employment rights shall be lost for the following reasons:
 - 1. Resignation
 - 2. Failure to accept position when recalled or report to work when recalled.
 - 3. Dismissal by the Board
 - 4. Being absent without approved leave status.
 - 5. Recall rights have expired.
- C. Seniority will not accrue during periods of layoff or unpaid leaves of absence.
- D. A seniority list shall be published by September 10th of each school year to employees in the bargaining unit. Unless errors or omissions are noted within five (5) business days by the federation president, the list will be deemed correct until the next posting period.

In the event that hiring dates are identical for seniority purposes, the placement on the list will be based upon the last four digits of the social security numbers with the highest number being placed first.

ARTICLE XV

Reduction in Personnel Layoff and Recall Procedure

- A. The word "Layoff" means a reduction in the work force.
- 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 thirty (30) calendar days prior to the effective date of layoff except in case of emergency when this notice is not required. 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.
- C. If the district deems a reduction in the work force is necessary. The employer will implement reassignments within the classification where the reduction in the work force is transpiring. The reassignments will result in the retention of the employees with the highest seniority (see Article XV-A) provided the employees being retained are otherwise qualified for the remaining positions and can perform the work.

The above procedure will also be used when there is a scheduled reduction in hours of a position(s)

within a classification.

Employees will not be reassigned to another seniority classification under this section.

- D. Reductions in hours will not constitute a layoff for purposes of this section.

Before recalling an employee to the classification the employee was laid off from, the district may make reassignments within the classification.

In the event of recall after making any reassignments under this section notice will be sent to the employee's last known address by certified mail with return receipt requested.

- E. A laid-off employee will be given priority consideration on the substitute list in positions in the classification the employee was laid off from for which the employee is qualified. The rate of pay will be determined by the district. An employee declining work twice will be removed from the list.

- F. Laid off employees will be eligible for recall for a period of two (2) calendar years from the effective date of layoff.

ARTICLE XVI

Grievance Procedure

- A. A "grievance" is a claim by one (1) or more employees of improper application of this Agreement.

Days as used in this article refers to days on which the central business office is open.

- B. Any employee having such a grievance will discuss the matter with his/her supervisor with the object of resolving it informally within seven (7) days of the occurrence giving rise to the alleged violation.

- C. In the event the matter is not satisfactorily resolved in the informal discussion, the following procedures shall be followed:

1. Step One: The grievance shall be reduced to writing within five (5) 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 five (5) days. One (1) copy of that decision shall go to the grievant.
2. Step Two: Within five (5) days after receiving the decision of the supervisor, the aggrieved party may appeal to the Superintendent or his/her designated representative. The appeal shall be in writing and shall contain the reasons for the

appeal.

Within seven (7) 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) 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.

Within the next two regularly scheduled board meetings, a hearing will be conducted including giving the aggrieved party and the Federation representative a reasonable opportunity to be heard. Action will be taken no later than the next board meeting after the hearing has concluded. A copy of the Board's decision shall be delivered to the party involved, to the Federation representative, and to the Superintendent.

4. Step Four: Within ten (10) days after receipt of the decision of the Board, the Federation President may appeal the decision to non-binding mediation through the Michigan Employment Relations Commission. No employee shall have the right to appeal to mediation.

ARTICLE XVII Duration of Agreement

This agreement shall be effective the later of ratification by the parties or July 1, 2016 and shall continue in effect ending June 30, 2019. Any increases in hourly pay rates or other economic improvements will become effective prospectively (no retroactivity) following ratification by the parties.

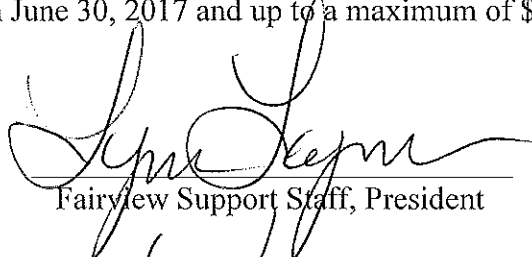
For the 2016-2017 contract year only, the district agrees to pay a "signing bonus" of up to \$400. Required employee withholdings will be made. There will be no contributions or withholdings for the Michigan Public School Employees Retirement System made for the "signing bonus". The bonus will be issued not later than the end of June of 2017. The amount of the bonus will be equal to the amount the employee has withheld under Appendix A (Section A) for the period up through June 30, 2017 and up to a maximum of \$400.



Board of Education, President

7/11/2016

Date



Fairview Support Staff, President

7/11/2016

Date

Diana Denhoff
Board of Education, Secretary

7-11-16

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. The maximum amount an employee can have withheld through payroll deductions for a plan year will be identified in the district's Flexible Spending Plan.

- B. Effective July 1, 2017, the district will match up to \$400 per year in contributions the employee has withheld from payroll and placed in the Flexible Spending Plan.

In the event there an issue of compliance with the Publicly Funded Health Insurance Contribution Act (Public Act 152 of 2011), arises under Appendix A, district contributions will temporarily be suspended and the parties will meet to resolve the compliance issue.

Letter of Agreement

between the

Fairview Area Schools Board of Education

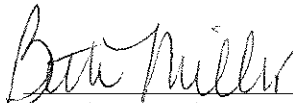
and the

Fairview Federation of School Related Personnel

Re: Terminal leave pay grandperson provision (Cindy Troyer)

The parties agree as follows with the elimination of Article VIII from the 2013-2016 successor agreement:

1. A terminal leave payment of twenty-five percent (25%) of the of any remaining sick leave accumulation up to 100 days at the point of separation from the district will be made. Had Cindy Troyer separated from employment on June 30, 2016, the estimated payoff would have been \$320.
2. The payment will be based upon Cindy Troyer's hourly rate of pay per day on August 21, 2003.


For the Board 7/11/2016
Date


For the Federation 7/11/2016
Date