

**AGREEMENT**  
**BETWEEN**  
**FRUITPORT COMMUNITY SCHOOLS**  
**AND**  
**FRUITPORT COMMUNITY SCHOOL EMPLOYEES CHAPTER 201, AFFILIATED**  
**WITH**  
**MICHIGAN COUNCIL 25 AFSCME, AFL-CIO**

Effective October 16, 2009 through June 30, 2012



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## **AGREEMENT**

This Agreement entered into on this 28<sup>th</sup> day of September 2009, between the FRUITPORT COMMUNITY SCHOOLS (hereinafter referred to as the “EMPLOYER”) and FRUITPORT COMMUNITY SCHOOLS EMPLOYEES CHAPTER OF LOCAL 201, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the “UNION”).

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the Community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

All references to he or she in this Agreement shall refer to individuals of either gender. Any reference to the parties shall refer to the Employer and the Union.

### **ARTICLE 1. RECOGNITION**

Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer, excluding all bus drivers, office clerical, professionals, cooks, Neighborhood Youth Corps, other federal program employees and supervisors as determined by the Michigan Employment Relations Commission.

### **ARTICLE 2. AID TO OTHER UNIONS**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE 3.  
MANAGEMENT RIGHTS**

(a) The board, on its own behalf and on behalf of the electors of the district, hereby retains and preserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To executive management and administrative control of the school system and its properties and facilities.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal, and to transfer such employees.
3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto.
4. To change and eliminate job classifications, to establish new classifications and the work content of existing classifications.
5. To determine the labor requirements and to determine and adjust the size of the work force and to determine and adjust the schedules of work and the means, methods and procedures of work.

(b) The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the state of Michigan and the United States.

**ARTICLE 4.  
UNION SECURITY**

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall as a condition of continued employment, continue membership in the Union for the duration of this Agreement to the extent of the tender of the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. Any present or future employee who is not a member of the Union, and who does not make application for membership shall, as a condition of continued employment, tender to the Union each month a service charge toward the administration of this Agreement in an amount equal to the periodic dues uniformly required as a condition of retaining membership in the Union. Employees who fail to comply with the requirements of this provision shall, upon written request of the Union, setting forth the alleged breach hereof, be discharged by the Employer within thirty (30) days after receipt of such written notice to the Employer from the Union. All employees shall comply with the above

requirements not later than thirty (30) days after the beginning of their employment in the unit, whichever is the later. The Union hereby agrees to defend and indemnify the Employer and hold it harmless from any and all claims, liabilities, expenses or judgments, including attorneys' fees, that may arise by reason of action taken by the Employer as a result of enforcing the provisions of this Article.

**ARTICLE 5.**  
**UNION DUES AND INITIATION FEES**

(a) Payment by Check-off.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

Check-off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues, as provided by the Union, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and by-laws of the Union from the pay of each employee who executes or has executed an Authorization for Checkoff of Dues form.

(b) When Deductions Begin.

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) Termination of Check-off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

(e) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative if not resolved, may be decided at the final step of the grievance procedure.

(f) P.E.O.P.L.E. Check-off.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee on an annual basis and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE 6.  
STEWARDS AND ALTERNATE STEWARD**

(a) One (1) steward - first shift

(b) One (1) steward - second shift

(c) Stewards, or in their absence - alternate stewards, will be allowed a reasonable length of time during working hours, without loss of pay or time, to investigate grievances and present grievances to the Employer. The Steward must report their intent to exercise this option to the Supervisor.

(d) The Union shall be represented by a bargaining committee of three (3) employee representatives, one of whom shall be the Chapter Chairman. Negotiation meetings shall be scheduled at mutually agreed times between authorized representatives of the Employer and the Union.

**ARTICLE 7.  
SPECIAL CONFERENCES**

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative by mutual consent. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conference if held during working hours. This meeting may be attended by a representative of the Council and/or a representative of the International Union, and the Employer's attorney.



(b) The Union representative, by permission of the Employer, may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding, the conference.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

The purpose of this grievance procedure is to secure, as efficiently and equitably as possible solutions to problems involving the working conditions of employees covered under this bargaining agreement or to problems which draw into question the interpretation or meaning of specific provisions of this agreement. To better effectuate this procedure, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

Time of Answers. In order to be a proper matter for the grievance procedure, the grievance must be presented in writing by the steward to the immediate supervisor within ten (10) working days after the date of the occurrence or the date the employee or steward reasonably should have known of its occurrence.

Commitment to the Process. The Union agrees that neither the Union nor an individual grievant will circumvent the grievance procedure by going directly to the Board of Education or to an individual Board member.

### **Definition 1: Grievance**

A "grievance" is an allegation based upon an event or condition which affects the hours, wages, terms or conditions of employment of an employee or group of employees and which draws into question the application or meaning of the provisions of this bargaining agreement. A grievance may be brought forward by an "aggrieved person" or by the Union on behalf of its members. A grievance is defined as a dispute that relates to the interpretation of this agreement, as described in the numbered articles of this agreement or agreed upon addendum to this agreement or to any disciplinary matter arising thereunder.

### **Definition 2: Aggrieved Person**

The "aggrieved person" is the person or persons affected by the alleged violation of the specific terms and conditions of employment as outlined in this bargaining agreement.

### **Definition 3: Days**

The term "days" when used in relation to the grievance procedure shall unless otherwise indicated mean working days as defined as Monday through Friday except District observed holidays.

### **Step 1:**

(a) Any employee having a specified grievance shall take the matter up with his/her immediate supervisor. A steward shall have an opportunity to be present at this meeting. The

parties shall attempt to resolve the matter in a manner not inconsistent with the terms of this Agreement.

(b) Grievances not so settled shall be reduced to writing on appropriate forms, signed by the aggrieved employee, employees or Union, and the steward and submitted to the immediate supervisor within five (5) working days of the meeting in Step 1 (a).

(c) The written grievance shall contain a signed statement by the grievant and shall be as specific and to the point as possible. The signed statement shall identify all provisions of the contract alleged to be violated and shall state the contention of the grievant and the relief that the grievant requests from management.

(d) The supervisor shall write his disposition on the grievance forms and shall return them to the steward within five (5) working days of the date the written grievance is submitted to him.

### **Step 2:**

If the answer to Step 1 is not satisfactory, the grievance may be presented by the Chapter Chairperson and/or a representative of AFSCME Council 25 to the Superintendent of Schools (or designee) within ten (10) working days after receipt of the answer in Step 1. The Superintendent or designee shall receipt all copies. The Superintendent of schools (or designee) shall give the Superintendent's answer in writing to the Chapter Chairperson within ten (10) working days from the date of receipt of the grievance at this level.

### **Step 3:**

If the answer at Step 2 is not satisfactory, the grievance may be presented by the Chapter Chairperson and/or a representative of AFSCME Council 25 to the Board of Education or designee by presenting the grievance to the Superintendent of Schools within seven (7) working days after receipt of the answer in Step 2. The Superintendent of Schools shall provide a receipt on all copies.

Upon proper presentation, a meeting shall be arranged between the Chapter Chairperson and a Committee appointed by the Board of Education consisting of at least two (2) members of the Board of Education, within fifteen (15) days of presentation of the grievance to the Board.

The Committee shall give its answer within fifteen (15) working days after the meeting.

### **Step 4: ARBITRATION**

(a) In the event the answer at Step 3 is not satisfactory and Council 25 wishes to carry the matter further, it shall within thirty (30) days from the date of the Employer's last answer (at Step 3), give written notice to the Employer of the Union's intent to seek arbitration. The Union and Employer shall have ten (10) working days during which they will attempt to agree on an arbitrator. If after ten (10) working days no agreement on an arbitrator has been reached, Council 25 shall file a demand for arbitration with the Federal Mediation and Conciliation Service.

(b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.

(c) An arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement. The expenses for the Arbitrator shall be shared equally between the Employer and the Union.

(d) After a case has been referred to FMCS, the case may not be withdrawn by either party except by mutual consent.

(e) The grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liabilities shall date only from the date of the reinstatement. If the grievance is not reinstated within thirty (30) days from the date of withdrawal, the grievance shall not be reinstated. When two or more grievances involve a similar issue, those grievances, (other than the one to be arbitrated) may be withdrawn by written agreement of the Employer and the Union without prejudice pending disposition of the appeal to arbitration of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Time limits at any step of the grievance procedure may be extended only by mutual written agreement between the parties.

(g) Any grievance not answered within the time limits by the Employer shall be considered denied and may be advanced to the next step of the grievance procedure.

(h) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

(i) No claim for back wages shall exceed the amount of wages the employee would have earned at his regular rate or overtime rate, whichever is applicable.

**ARTICLE 9.**  
**DISCHARGE AND DISCIPLINE**

(a) Notice of Discharge or Discipline (whereby notice is placed in the employee's work record.)

The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the employee and the steward in the district of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the area and the Employer will make available an area where he may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and the steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, a complaint shall be presented in writing to the Employer within five (5) regularly scheduled working days after receiving the written notice of discharge or discipline from the Employer. The Employer shall review the discipline or discharge and give a written answer within three (3) working days of its receipt of the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within five (5) regularly scheduled working days after receiving the Employer's written answer.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, provided the prior infraction(s) do not involve the same or similar conduct as the current charge.

## **ARTICLE 10. SENIORITY**

(a) Probationary Employees. New employees hired in the unit shall be considered as probationary employees for the first full year from date of hire as a regular employee. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement. A probationary employee may be discharged or laid off for any reason, with or without cause, and shall have no recourse to the grievance procedure, unless it is determined that the Employer's action was based on Union or other activity protected by law.

(c) Regular part-time employees who work a schedule of less than forty (40) hours per week shall accumulate seniority on a pro-rata basis compared to a full-time employee, as their annual hours bear to 2,080 hours. This section shall not apply to Article 46.

(d) Seniority shall be on an Employer-wide basis within the bargaining unit in accordance with the employee's last date of hire.

## **ARTICLE 11. TEMPORARY EMPLOYEES**

(a) Substitute Employees.

The Employer may use substitute employees for the purpose of filling vacancies of employees who are on vacation, absent because of illness, or other leaves of absence except as provided in Article 25. Such substitute employees will not be covered by or have any rights under this Agreement. The pay rate for substitute employees will be determined by the Employer but shall not exceed the 3<sup>rd</sup> step (i.e., "After 2 Years") on the pay scale for the classification being filled.

(b) Seasonal Employee.

Seasonal employees shall be defined as employees used to perform seasonal work when school is not in session or special maintenance projects during the school year. They shall not be used to take the place of regular employees or work during a layoff as defined in Article 16. It is understood that the provisions of this Agreement do not apply to seasonal employees. The rate of pay will be established by the Employer, but shall not exceed the top rate in the Maintenance of Building or Maintenance of Grounds classifications. The Employer, may, however, designate one (1) seasonal employee as a lead person who may be paid a higher rate as determined by the Employer.

**ARTICLE 12.  
SENIORITY LISTS**

(a) Seniority shall not be affected by race, sex, marital status, or dependents of the employee.

(b) The seniority list, on the date of this Agreement, will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up-to-date at all times and will provide up-to-date copies at the beginning of the school year in July to the Chapter Chairperson. As changes in the seniority list occur from time to time, the Employer agrees to advise the Union of such changes in writing.

**ARTICLE 13.  
LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

(a) He/she quits.

(b) He/she retires.

(c) He/she is discharged for cause.

(d) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his last-known address as recorded in the office that he/she has lost his/her seniority and his/her employment has been terminated.

(e) If he/she does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions may be made.

(f) Return from sick leave and leaves of absence will be treated the same as (d) above.

(g) If an employee works for another employer while on leave of absence, unless agreed to in the leave of absence.

(h) If an employee is laid off for a period of two (2) years or the length of his/her seniority, whichever is less, during which period he/she shall accrue seniority

**ARTICLE 14.  
SENIORITY OF STEWARDS**

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their area which they can perform and shall be recalled to work in the event of a layoff on the first open job in his/her area which they can perform.

**ARTICLE 15.  
SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward of the local union shall, in the event of a layoff only, be continued at work at all times, provided there is work and they can perform any of the work available.

**ARTICLE 16.  
SUPPLEMENTAL AGREEMENTS**

Neither party to this Agreement shall be obligated to bargain or negotiate over any subject or matter which would cause any provision of this Agreement to be modified, amended, deleted or repudiated, in whole or in part, prior to the date upon which such provision will be open for negotiations pursuant to a notice properly given under Article 45, Termination and Modification, except as specifically provided herein.

**ARTICLE 17.  
LAYOFF DEFINED**

(a) The word "layoff" means a reduction in the working force.

(b) When a reduction in work force occurs, employees in the affected classification with the least seniority will be the first to be laid off. Such laid-off employee may claim the job of the least senior employee in another classification provided in the opinion of the supervisor he/she can demonstrate the requirements of the job and has the ability to perform the job satisfactorily, subject to the grievance procedure.

(c) Employees to be laid off shall receive seven (7) calendar days' notice of layoff, except in case of an Act of God. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d) In order to avoid a layoff only for seven (7) days or less, the Employer may transfer employees, without regard to seniority, from one classification or location to another, without any reduction in the rate of pay.

(e) Notwithstanding the provisions above, when a reduction in work force occurs, senior employees in the affected classification may elect to take a layoff (not to exceed the number of employees being reduced from the affected classification) under the following conditions.

1. During the seven (7) calendar days' notice period, an employee may indicate in writing his election for a voluntary layoff. An election may not be withdrawn once it is submitted.
2. A voluntary layoff will not be available if it would cause a hardship because, in the opinion of the Employer, other employees are not available in the classification capable of doing the employee's work.
3. An employee selecting a voluntary layoff will be subject to recall pursuant to the provisions of Article 18.

#### **ARTICLE 18. RECALL PROCEDURE**

When the working force is increased after a lay-off, employees will be recalled according to seniority, as defined in Article 10, Section (d); Article 13; and Article 14, provided they are qualified. Notice of recall shall be sent to the employee at his/her last known address. Notice of recall shall be in writing by certified mail, return receipt requested. If there is no acceptance of the recall within ten (10) calendar days of the date of delivery of the notice or the date of attempt by the U.S. post office to deliver the notice, the right to recall shall be forfeited and the employee shall be considered a quit.

#### **ARTICLE 19. TRANSFERS**

(a) Employees transferred between October 16, 1988 and October 15, 2009, to a position with the Employer not included in the bargaining unit, shall retain, but not accumulate, bargaining unit seniority.

(b) Employees transferred as described in Section (a), above, shall have a period of forty-five (45) calendar days to return to the bargaining unit if he/she desires to do so. After forty-five (45) calendar days, such employee shall have the right to return to the bargaining unit if a vacancy exists for which the employee is awarded the vacancy pursuant to Article 20, Job Posting and Bidding Procedure. Other than his/her right to apply for a vacant position under Article 20, an employee returning to the bargaining unit has no right to displace any bargaining unit employee.

#### **ARTICLE 20. JOB POSTINGS AND BIDDING PROCEDURES**

(a) A vacancy is defined to mean any permanent job opening, including regular part-time jobs, which the Employer intends to fill and which result from the creation of a new job by

the Employer or any permanent opening, on an existing job created by death, quit, discharge, retirement or permanent transfer of an employee.

(b) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. Such vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position, shift and building in a conspicuous place in each building. Employees interested shall apply (as indicated on the posting) within the five (5) working days' posting period.

1. For purposes of this agreement, the Board shall be limited to no more than two (2) custodial positions identified by "assignment" as floating positions. Floating custodial positions are defined as custodial positions where-in the employee may work at any location in the district and may work different shifts as district needs, as determined by management.

(c) In selecting employees for the filling of permanent vacancies on jobs within the bargaining unit, preference shall be given to the qualified applicant with the greatest seniority, provided he/she can meet the requirements of the job and has the ability to perform the job.

(d) If the job is awarded to a bargaining unit member, the job shall be awarded or denied within seven (7) working days after the expiration of the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. Any disagreement with the award shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and notify the Union's Chapter Chairperson as to who was awarded the job.

(e) A successful bidder for a permanent job opening in the Custodial classification shall have a trial period of five (5) working days, provided that the trial period shall commence at the beginning of the school year if the position is posted during the summer months. The trial period for successful bidders in the Maintenance classification shall be four (4) weeks or a minimum of twenty (20) working days. During the trial period the employee may request a re-transfer to his former job or the Employer may re-transfer the employee to his former job. If the Employer transfers an employee to his former position, such employee and his steward shall receive written reasons for the re-transfer. During this trial period there shall be no increase in the employee's rate of pay. At the successful completion of the trial period the employee shall receive the rate of pay, based on his seniority for the job.

(f) An employee who has obtained a new permanent job through the above procedure shall not be eligible for six (6) months to use the provisions of this Section to obtain any job that is not in a higher-paying classification.



**ARTICLE 21.**  
**VETERANS - REINSTATEMENT OF**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

**ARTICLE 22.**  
**LEAVES OF ABSENCE**

(a) Family and Medical Leave. The Employer will provide covered employees up to twelve (12) weeks of unpaid job-protected leave for certain family and medical reasons. Employees who have worked for the Employer for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 (“FMLA”) and its published regulations. The provisions of this Section shall prevail in any case of conflict with any other provision of this Agreement, except where the contractual provisions in conflict exceed that of the FMLA.

1. Purpose of Leave - Unpaid leave may be granted for any of the following reasons:
  - a. To care for the employee’s child after birth or placement for adoption or foster care;
  - b. To care for the employee’s spouse, son, daughter or parent who has a serious health condition; or
  - c. For a serious health condition that makes the employee unable to perform the employee’s job.
2. Notice Certification - When the need for leave is foreseeable, employees are expected to provide thirty (30) days’ advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. Failure to provide appropriate notice may result in the denial of leave.

The Employer will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the Employer’s expense) and a fitness for duty report to return to Work.

3. Benefits.
  - a. Health Coverage. For the duration of the leave required under this policy, not to exceed twelve (12) weeks, the Employer will maintain the employee’s health coverage under any group health plan at the same level and under the same conditions as if the employee had continued to work. Any employee contributions to

the health plan must be maintained during the leave to maintain coverage.

- b. Other Coverage. Any other coverage (e.g., life insurance, long-term disability coverage) which is permitted by the carrier to be maintained during FMLA leave is the responsibility of the employee (except to the extent that the FMLA leave is covered by paid leave), and the employee shall either make arrangements for payment during the leave or shall reimburse the Employer by payroll deduction at the conclusion of the leave.
  - c. Coordination With Other Forms of Leave and Time Off. Any of an employee's available accrued sick leave may, at the employee's option, be substituted for any part of the 12-week-period, provided that Article 37 allows the use of accrued sick leave for such purpose. On any leave that is taken where accrued sick leave is not substituted, the employee will be required to use one-half of his/her accumulated vacation leave prior to being eligible for unpaid leave. The remaining one-half of the employee's accumulated vacation leave may, at the employee's option, be substituted for any remaining part of the 12-week period. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance.
4. To the extent that matters arise pertaining, to the FMLA which are not addressed by the above provisions, the parties agree that the Employer shall have the right to develop, approve and implement policies which comply with the FMLA and are not contrary to or inconsistent with the terms of this Agreement.

(b) Other Leaves. Upon advance written application (thirty (30) days when practicable) by an employee to the Employer, a leave of absence without pay or benefits which is not covered by the Family and Medical Leave under (a) above will be granted to an employee for the following reasons:

1. Serving in any elected or appointed position, public or union. Such leave shall not exceed two (2) years and only one employee at a time may be on such leave in each category.
2. Illness leave, physical or mental, provided medical proof is submitted, up to one (1) year's leave, will be granted.
3. Prolonged illness in the immediate family (spouse, parent or child) with medical proof that full care is required, and not to exceed one year.
4. Education leave as a full-time student at an accredited university, college, technical or business school, not to exceed one year.

5. Upon five (5) working days' advance written notice, members of the Union elected to attend a function of the Council or International Union, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions; limited to ten (10) working days per year for the total unit; thereafter without pay to attend such conferences and/or conventions (not to exceed three (3) employees at any one time).

(c) Employees shall retain and accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

### **ARTICLE 23. UNION BULLETIN BOARDS**

(a) The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

### **ARTICLE 24. PHYSICALS**

The Employer shall pay for all physicals required by the Employer, excluding TB tests and those provided for in Article 36. In accordance with Board Policy and Administrative Guidelines, the Employer may require random drug/alcohol testing.

### **ARTICLE 25. NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS**

(a) The right of the Employer to establish new job classifications, to change the job content of existing job classifications and to eliminate job classifications is recognized. Likewise, the right of the Union to negotiate wage rates for new job classifications and job classifications in which the content is substantially changed is recognized.

(b) When a new job is established within the bargaining unit or the job content of an existing job classification is substantially changed, the Employer shall notify the Union by written notice of the classification, job content and rate structure prior to its becoming effective. If the Union disagrees with the description and/or rate, it shall be subject to negotiations provided the Union notifies the Employer within ten (10) working days of the date the Union receives the notice.

(c) It is specifically recognized by the parties that the job classifications listed in Article 47 of this Agreement are primarily for the purpose of defining wage rates and that the job contents of some classifications overlap.

**ARTICLE 26.  
TEMPORARY ASSIGNMENTS**

(a) Temporary assignment for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., for more than ten (10) consecutive work days, will be granted to the senior full-time employee who requests such temporary assignment in writing, provided the employee is qualified to do the job. The employee who fills the temporary assignment will receive the rate of the temporary assignment or their current rate, whichever is greater.

(b) Emergency temporary assignments (short duration). In the event that, for whatever reason, all regularly assigned custodians are absent from a building, on a given shift, the Employer may assign regular employee from another building so that an experienced, full time custodian is available to work with the substitute(s).

Such temporary assignment shall not be for more than five (5) consecutive work days, unless extended by mutual agreement.

**ARTICLE 27.  
JURY DUTY**

(a) An employee when called to serve on jury duty or subpoenaed due to Fruitport Community School's employment that does not involve proceedings brought against the Board or the District by the employee or the Union will be paid the difference between his pay for jury duty and his/her regular pay.

(b) An employee must work at his regular job when not on jury duty. An employee who spends less than six (6) hours on jury duty will be required to return to work and complete their eight (8) hour shift. Example: If an employee spends four (4) hours on jury duty he/she would need to return to work for four (4) hours to complete their eight (8) hour shift. When an employee spends six (6) hours or more on jury he/she will not be required to return to work and finish their shift. The employee must notify their supervisor that they will not be returning to work.

**ARTICLE 28.  
HEALTH AND SAFETY**

(a) A Health and Safety Committee of employees and the Employer representatives is hereby established. This committee will include representatives as designated by the Union and the Employer, and shall meet periodically, but not less than quarterly, at times mutually agreeable to the Employer and the Union. Additional meetings may be held as needed.

(b) In order to assure that dress and grooming matters do not have an adverse impact on the health and safety of employees, students or the community, the parties agree that, when reporting for duty, all employees must:

1. Be physically clean, neat and well groomed; and
2. Dress in a manner consistent with their position.

(c) All health and safety concerns shall be appropriate subjects of discussion for the Health and Safety Committee.

## **ARTICLE 29. EQUALIZATION OF OVERTIME HOURS**

(a) Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. Overtime hours will be computed from July 1 through June 30 of each year at the request of the Union.

(b) All overtime will be assigned on a rotating basis, within each building. Probationary employees are eligible to be placed on the rotation list. Beginning with the most senior and thereafter to the next most senior until the list is exhausted at which point the list would start over from the top. The decision to schedule or not schedule overtime will be at the discretion of the Employer.

(c) Time not worked because the employee was unavailable or did not choose to work will be charged to the employee as though he/she had worked, except in the case of paid sick, vacation or otherwise approved leave.

(d) Any work over the regular schedule of hours normally performed by employees, except those hours identified in Article 29, Section C, and Article 10 Seniority Section (e) shall be assigned to and divided among bargaining unit employees in accordance with the above paragraphs and with the following agreement.

1. Overtime (as defined by this article) will be offered to employees in the same classification within their building.
2. If the work is not thereby accepted the least senior employee shall be required to work the assignment - it shall be understood that in the event the least senior employee is not available (verified illness, vacation, etc.) the next senior employee shall be required to work the assignment.

(e) All maintenance overtime will be assigned by the Employer based on the skills needed to get the job done and based on the Employer assessment of the job.

(f) Scheduled Outside Stadium Events. Maintenance employees will be given the first opportunity to perform the “extra assignment” of working at or cleaning up after regularly scheduled athletic events. If the Maintenance employees do not accept the “extra assignment,” the schedule shall be posted for five (5) days and assignments for the entire season shall be made

to the most senior qualified employee(s) applying. These assignments may include such activities as cleaning up on Saturdays after home football games, working Saturday track meets, etc. If the employee can not work due to illness or emergency, he/she shall obtain his/her own substitute from the list in seniority order and notify the supervisor of the change as soon as possible.

If no bargaining unit employees sign up for extra assignments, the District may either assign these jobs to the lowest senior qualified employee or assign the work outside the bargaining unit at a rate determined by the Employer but not more than would be paid a custodial employee of the top of the scale.

### **ARTICLE 30. TIME AND ONE-HALF**

(a) The employee's rate of pay shall be one and one-half (1-1/2) times the straight-time hourly rate for all hours worked over 40 hours in a week. For all weekend emergency hours worked (less than 24 hour notice) will be paid at time and one-half.

In lieu of receiving overtime pay, the Employer and employee may mutually agree that the employee receive compensatory time. Compensatory time off in lieu of overtime pay shall be provided at a rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked. Each employee shall be allowed to accumulate up to 240 hours of compensatory time, i.e., 160 hours of actual overtime work. Accrued compensatory time may be used as mutually agreed or as requested by an employee provided it does not unduly disrupt the District's operations. An employee may on a twice-a-year basis cash out up to a maximum of 24 hours of compensatory time by written request signed by the employee no later than December 1 and/or June 1 each year. Payment of the compensatory time shall be made within fifteen (15) calendar days of the written request. Any accrued compensatory time for an employee that is remaining as of June 30 each year shall be paid to the employee.

(b) Overtime shall not be paid where the employee has requested to work overtime in order to receive time off the regular shift. There shall be no pyramiding of overtime or call-in pay.

### **ARTICLE 31. WORK HOURS AND SHIFT DEFINITIONS**

(a) The first shift is any shift that regularly starts at or after 5:00 a.m. but before 10:30 a.m. The second shift shall be any shift that regularly starts at or after 10:30 a.m. but before 7:00 p.m. The third shift shall be any shift that regularly starts at or after 7:00 p.m. but before 5:00 a.m. At least five (5) days' advance written notice of any change of shifts shall be given to the Chapter Chairperson, except for emergency conditions. Upon request of the Union, the Employer shall meet and discuss such changes prior to implementation.

(b) A regular full work day shall consist of eight (8) consecutive hours per day, Monday through Friday, forty (40) hours per week, provided, however, that on parent-teacher conference days, the Employer may schedule split shifts for employees. For the purpose of this

clause the day the employees' shift regularly starts' shall be considered the regular work day for the eight (8) consecutive hours and overtime would not apply during the regular shift.

(c) Employees shall be allowed 30 minutes, unpaid, for lunch during an eight (8) hour shift.

(d) Employees may take a 15 minute paid break in the first and second half of their regular eight-hour shift. Breaks are not to be taken during the first or last hour of the shift except in unforeseen circumstances approved by the supervisor.

(e) An employee called in to report for overtime duty shall be guaranteed at least two (2) hours' pay at the applicable rate of pay.

(f) It is understood that security checks made at the buildings are to be performed by a security guard and are not within the scope of this Agreement. The security guard shall not perform work of the bargaining unit.

(g) In the event of a temporary mandatory shut down of buildings, employees may use their vacation days in order to receive compensation.

**ARTICLE 32.  
WORK PERFORMED BY SUPERVISION AND OTHER EMPLOYEES**

Supervisory employees and other employees not covered by the bargaining unit, except in case of an emergency or when there are no other employees in the bargaining unit available; or for instructional purposes or to fill in when needed; it is understood that they will not have everyday duties to perform outside of supervision or to assist.

**ARTICLE 33.  
PAYDAYS**

Paydays shall be computed bi-weekly from 12:01 Monday, to 12:00 midnight Sunday, and paydays shall be every other Friday except for employees working nights. They shall receive their check on every other Thursday evening to the extent possible.

**ARTICLE 34.  
HOLIDAY PROVISIONS**

(a) The paid holidays are designated as:

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas Day

Christmas Day

Day before New Year's Day

New Year's Day

Employees will be paid their current rate based upon their normal scheduled work hours.

(b) Should the holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) It is agreed, however, that in the case where school is in session or the day is not applicable, the holiday shall be considered a day mutually agreed upon between the Employer and the Union, in writing.

(d) To be eligible for holiday pay, the employee must have worked his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless otherwise excused.

#### **ARTICLE 35. FUNERAL LEAVE**

An employee shall be allowed three consecutive working days, excluding paid holidays, Saturdays or Sundays, as funeral leave days, two (2) days additional may be granted with approval of the superintendent, not to be deducted from sick leave, for a death in the immediate family. "Immediate family" designated as: mother, father, mother-in-law, father-in-law, wife or husband, son or daughter, step-mother, step-father, step-brother, step-sister, step-daughter, step-son or a member of the employee's household, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. An employee who needs to be absent for the purpose of attending the funeral of a relative not listed above may use up to one (1) day of sick leave for this purpose.

#### **ARTICLE 36. SICK LEAVE**

##### 1. Maintenance and Custodial I Employees

(a) All employees covered by this Agreement shall be granted twelve (12) sick leave days per year, as of July 1 each year, pro-rated one (1) day per month, up to a maximum accrual of two hundred sixteen (216) days. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. In addition to personal illness or injury, sick leave may be used for the following purposes:

1. To make up the difference between workers compensation and an employee's full pay while receiving worker's compensation.



2. Maximum of three (3) days per year for illness in the immediate family. An additional two (2) days per year may be used for critical illness in the immediate family.

(b) A probationary employee shall be entitled to sick leave after 45 days

(c) The Employer may require medical proof of illness for any absence extending beyond two (2) days; however, where the record indicates possible abuse the Employer may require medical proof of illness after the fifth (5th) absence during one fiscal year.

(d) Misuse of sick leave may result in disciplinary action.

(e) When an employee's sick leave has been exhausted they will be notified by the Employer, in writing, that they are no longer on paid sick leave. The employee must, within three (3) days of receipt of such letter, contact the Employer for leave in accordance with Article 22.

(f) To be eligible for sick pay an employee must report his/her absence (to a phone number supplied by Employer) as soon as possible but at least two (2) hours prior to start of their shift. Exceptions shall be made in extenuating circumstances.

(g) An employee who is off work and who exhausts his/her sick leave will have their insurance premiums paid by the Employer for six (6) months beyond the month in which sick leave runs out. The six (6) month period will be reduced by the amount of time an employee is off while covered by Family and Medical Leave covered by Article 22(a) during the preceding twelve (12) month period and for which the employee was eligible but chose not to utilize accrued sick leave. To be eligible for payment as provided herein, an employee must have at least ninety-six (96) hours of sick leave accumulated when the illness begins.

(h) An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a calendar year-end bonus at the rate of thirty-three percent (33%) of the employee's current base rate of pay. To be eligible for such a bonus, an employee must maintain a balance of at least twenty (20) accrued paid leave days in his/her account after the conversion of the sick leave days. Requests for bonus payments shall be given to the Employer in writing and signed by the employee no later than December 1 each year. Payment of the bonus shall be made in December.

(i) An employee with ten (10) or more years of seniority shall be paid 50% of the employee's current base rate of pay for all days in the employee's sick leave bank provided the employee has accumulated a minimum of seventy-five (75) days in the employee's bank as of the date of severance. If the employee has banked one hundred one (101) days as of the date of severance -he/she shall receive 60% of his/her base rate of pay for all banked days to a maximum of two hundred sixteen (216) days. Payment in either situation shall be made in the form of a non-elective employer contribution through Employer's 401(a) Special Pay Plan on or before the date of the employee's termination of employment.

(j) Employee shall be allowed to freeze up to eighty (80) hours of sick leave upon written notice to the Employer.

**ARTICLE 37.**  
**PERSONAL BUSINESS LEAVE**

Maintenance, Custodial I Employees

The above classifications shall be entitled to two (2) Paid Personal Business Days per year. Personal Business days shall be used for conducting personal business which cannot be conducted outside of normal working hours. Personal Business days may not be used for recreational purposes and may not be used immediately proceeding or following a vacation or Holiday.

Unused Personal Business days will be added to the employee's accrued sick leave on July 1 of each year.

**ARTICLE 38.**  
**VACATION**

(a) Maintenance and Custodial I employees shall qualify for paid vacation as follows.

After completion of 1 year of service	-	5 days
After completion of 2 years of service	-	10 days
After completion of 6 years of service	-	15 days
After completion of 12 years of service	-	20 days

All vacation will be calculated on the school year beginning July 1, 1998. An additional year for carryover will be allowed the first year of implementation.

(b) Employees hired after October 15, 1991 shall earn credits toward vacation with pay in accordance with the following schedule:

After completion of 1 year of service	-	5 days
After completion of 3 years of service	-	10 days
After completion of 8 years of service	-	15 days
After completion of 15 years of service	-	20 days

All vacation will be calculated on the school year beginning July 1, 1998. An additional year for carryover will be allowed the first year of implementation.

(c) Vacation pay for regular full-time employees shall be eight (8) hours per day or forty (40) hours per week pay for vacation day or week at their straight time hourly rate.

Vacation pay for regular part-time employees shall be their regular schedule of hours per day or per week at their straight time hourly rate.

(d) Employees may specify desired vacation times for the next fiscal year (i.e., July 1 – June 30) on a vacation request form during the period of June 1 through June 15 each year. All vacation requests made during that period will be considered by the Employer, giving preference to the senior employee in the event of overlapping or duplication of requests. All such requested seniority vacations will be responded to by the Employer by June 30 of each year, and will apply to seniority vacations taken between July 1 and June 30 of each year. Requests for vacation outside the June window period may be approved on a first come, first serve basis if made in writing, two weeks in advance of the time requested.

(e) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(f) A vacation may not be waived by an employee and extra pay received for work during that period.

(g) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he will be awarded payment in lieu of vacation.

(h) If a regular payday falls during an employee's vacation, and he/she wants that check in advance, he/she shall make a request three (3) weeks in advance before leaving if he desires to receive that check in advance.

(i) If an employee is laid off, retires, or severs his employment, he will receive any unused vacation credit including that accrued in the current fiscal (7/1 – 6/30) year, except in the case of discharge for cause, an employee shall not receive the pro rata portion accrued during the current fiscal (7/1 – 6/30) year.

A recalled employee who received vacation credit at the time of layoff for the current calendar year will have such credit deducted from the following year.

(j) Rates During Vacation. Employees will be paid their current rate of pay based on their regular scheduled days while on vacation, and receive credit for any benefits provided for in this Agreement.

(k) Vacations not taken are not cumulative; provided, however, that a maximum of five (5) days vacation time will be carried over into the next vacation year at the written request of the employee.

**ARTICLE 39.**  
**DEFINITION OF BENEFITS FOR REGULAR PART-TIME & PART-TIME**  
**MAINTENANCE AND CUSTODIAL EMPLOYEES**

(a) Regular part-time employees are defined to mean those employees who are scheduled to work less than eight (8) hours per day, forty (40) hours per week and twelve (12) months per year.

(b) Part-time employees are defined to mean those employees who are scheduled to work less than twelve (12) months per year.

(c) Regular part-time and part-time employees shall not be eligible to receive medical insurance, dental and vision insurance benefits, vacation pay, or holiday pay, with the exception of Thanksgiving Day and Christmas Day, provided Christmas falls on a weekday.

(d) Regular part-time employees shall receive sick leave pay and personal business pay on a prorated basis or regularly scheduled hours worked.

Regular part-time and part-time positions will be considered only through attrition whenever possible.

#### **ARTICLE 40. COMPUTATION OF BENEFITS**

Hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement. There shall be no pyramiding of hours.

#### **ARTICLE 41. SUCCESSORS CLAUSE**

This Agreement shall be binding upon the Employer's successors, assignee, purchaser, lessee or transferee, whether affected voluntarily or by operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding.

#### **ARTICLE 42. PENSIONS**

From the date of employment, all bargaining unit employees will be covered by the Michigan Public School Employees Retirement Plan subject to the provisions of the law as set forth in Act #136, Public Acts of 1945, as amended. Effective April 1, 1977, the Employer agrees to pay the employee's monthly contribution towards Michigan School Employees Retirement Plan. The employee will be responsible for any optional contribution as established in the 1985 amendments to the Act.

#### **ARTICLE 43. WORKERS' COMPENSATION**

An employee sustaining injury or occupational disease arising out of, and in the course of Board of Education employment which is compensable under the Michigan Workers' Disability Compensation Act, may, at the employee's option, apply accumulated sick leave and/or vacation reserve to make up the difference between net salary (gross salary less all deductions for federal, state and local taxes) and the amount received through Workers' Compensation. Upon depletion of accumulated sick leave or vacation reserve, the differential payments will terminate. An employee's insurance as identified in Article 45 shall be continued by the Board of Education after an employee has exhausted his/her sick leave as provided in Article 36, Section 1(g).

**ARTICLE 44.**  
**HOSPITALIZATION AND MEDICAL CARE**  
**INSURANCE FOR MAINTENANCE AND CUSTODIAL EMPLOYEES**

(a) Effective July 1, 2009 the Employer shall provide eligible employees medical insurance not to exceed the following amounts:

The following table illustrates the maximum board subsidy for health insurance. The board subsidy will not exceed the amounts listed below.

<b>Effective July 1, 2009 Board Maximum</b>	<b>Total Annual</b>
Single	\$5,715.23
Two-Person	\$12,468.00
Full Family	\$14,845.25
Cash in Lieu	\$4,322.00

If a husband and a wife are both members of the bargaining unit, one shall select health insurance coverage and the other optional coverage and/or cash-in-lieu as defined above. No premium subsidy shall be available to employees regularly scheduled to work less than thirty-two (32) hours per week.

(b) The Employer shall provide a self-funded dental plan as defined in the MEBS summary plan description to employees who regularly work forty (40) hours per week or more and their dependents without cost to the employee. Employees regularly scheduled to work less than thirty-two (32) hours per week shall not be eligible for any dental coverage.

(c) All employees covered by the Agreement will receive self-funded vision insurance as defined in the MEBS summary plan description. The Employer will pay the full premium for such coverage. The Employer shall provide vision insurance to employees who regularly work forty (40) hours per week or more and their dependents without cost to the employee. Employees regularly scheduled to work less than thirty-two (32) hours per week shall not be eligible for any vision coverage.

(d) Full time employees will receive term life insurance in the amount of \$20,000.00. Premiums will be paid by the Board, and the insurance will be in addition to other insurance benefits outlined in this agreement.

(e) General Provisions Relating To Insurance Coverage

1. It shall be the responsibility of the employee to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that insurance carrier may request. Failure of an employee to fill out the necessary insurance forms required by the carrier or to meet the carrier's insurability standards shall not be the responsibility of the Employer.

2. All insurance benefits for which the Employer is obligated to contribute shall be subject to the underwriting rules, regulations, and limitations as set forth by the respective insurance carrier.
3. The Employer, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability to the Employer, nor shall such failure be considered a breach of any obligation by the Employer.
4. Disputes between employee(s) or beneficiaries of employee(s) and the insurance carriers or their underwriters shall not be subject to the grievance procedure established in this Agreement.
5. Eligible new employees to the bargaining unit shall be eligible for the above insurance beginning with the month following the month in which they begin work. In the event an employee's employment terminates, the above insurance will stop at the end of the period for which the premium has been paid. In the event an employee is indefinitely laid off or goes on an unpaid leave of absence other than Family and Medical Leave covered by Article 22(a), the above insurance shall be continued through the month following the month in which their lay off or unpaid leave of absence was effective. In the event an employee dies and providing the policy permits continued coverage, the Board shall continue payments of the applicable premiums through the third month following the month in which the employee passed away.

**ARTICLE 45.  
TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until 12:00 Midnight June 30, 2012.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

**ARTICLE 46.  
CLASSIFICATION AND RATES**

(a) This agreement recognizes two classifications of employees effective September 1, 2007:

1. Maintenance: including district maintenance, grounds maintenance, and building maintenance.
2. Custodial: including building custodian, “flexible custodian” (maximum of two (2) assignments at a given time).

(b) Base rates: employees shall be paid the following hourly rates in accordance with seniority 8 defined in Article 10, Section (d):

<b>Effective October 16, 2008</b>		<b>Employees Hired Before 9-1-07</b>		<b>Employees Hired on/or After 9-1-07</b>	<b>Employees Hired Before 9-1-07</b>	<b>Employees Hired on/or After 9-1-07</b>
		<u>Maintenance Day shift</u>	<u>Night shift</u>	<u>Maintenance</u>	<u>Custodial</u>	<u>Custodial</u>
1	Start	13.35	13.74	13.15	10.53	9.48
2	After 1 Year	13.98	14.39	13.77	11.27	10.49
3	After 2 Years	14.61	15.04	14.39	12.01	11.50
4	After 3 Years	15.19	15.65	14.97	12.86	12.51
5	After 4 Years	15.79	16.27	15.56	13.70	13.52
6	After 5 Years	16.39	16.88	16.15	14.55	14.55
7	After 6 Years	16.98	17.49	16.73	15.41	
8	After 7 Years	17.57	18.10	17.31	16.26	
9	After 8 Years	18.17	18.72	17.90	17.12	
10	After 9 Years	18.68	19.23	18.40		

(c) All new employees must start at Step 1 (Start) of their classification. The Employer may place a new employee at any step up to and including the “After 9 Years” step of their respective classification at any time after 45 work days if the new employee has documented school or equivalent work experience and, in the opinion of the Employer, has demonstrated the ability to perform the duties of the job at a high level.

(d) The above pay scale remains in effect for the duration of this agreement. There will be an off-schedule payment each year of this agreement. The first payment will be made by June 30, 2010 covering October 16, 2009 through June 30, 2010. Subsequent payments will be

paid twice per year, one by December 31 and the second by June 30. The off-schedule payment will be paid based on the following total compensation amounts. Total compensation is defined as retirement, FICA, and worker's compensation amounts and computed on employee's scheduled base pay.

<u>Fiscal Year</u>	<u>Total Group Compensation</u>
2009-10	\$10,823
2010-11	\$22,669
2011-12	\$22,669

**ARTICLE 47.  
LONGEVITY PAY**

Maintenance and Custodial employees in the active service of the Employer as of their employment anniversary date of any year shall be entitled to receive longevity pay for length of continuous service according to the following rules and schedule of payment.

1. Longevity Pay Schedule

Continuous Service

10 - 14 years	\$155
15 - 19 years	\$340
20 - 24 years	\$402
25 or more years	\$463

2. Date of Payment. Longevity payments shall be made on the first payday after the employee's qualifying employment anniversary date.

**ARTICLE 48  
PAST PRACTICES**

There are no understandings or agreements or past practices which are binding either upon the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2010.

FRUITPORT COMMUNITY SCHOOL  
EMPLOYEES CHAPTER OF LOCAL 201  
MICHIGAN AFSCME COUNCIL 25,  
AFL-CIO

FRUITPORT COMMUNITY SCHOOLS

\_\_\_\_\_  
Staff Representative

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Bargaining Committee

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_

\_\_\_\_\_