

2007-2010

MASTER AGREEMENT

Between The

FRUITPORT COMMUNITY SCHOOLS

BOARD OF EDUCATION

And The

FRUITPORT CLERICAL ASSOCIATION,

MEA-NEA

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AGREEMENT

This Agreement is entered into this 16th day of August 2007 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport Clerical Association, MEA-NEA, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of Michigan 1965, as amended, for all full-time and regular part-time clerical staff employees including secretaries, clerks, media clerks, Special Services secretaries and clerks, secretaries and clerks involved with consortia or other joint ventures where the Fruitport Community Schools is the employer of record; but excluding students of the school district, substitutes, temporary employees, Administrative Assistant to the Superintendent, Administrative Assistant/Accounting to the Executive Director of Management Services, Administrative Assistant to the Director of Curriculum and Instructional or Assistant Superintendent, Payroll Clerk, Purchasing and Accounts Payable (effective January 1, 2008), Administrative Assistant of Personnel Services, Supervisory and Executive employees, and all other employees.

- B. The term “employee” when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined and references to male employees shall include female employees and vice versa.
- C. The Board agrees not to negotiate with or enter into any agreement with any employee organization other than the Association for the duration of this Agreement.

D. Agency Shop

Service Fees

Each bargaining unit member shall, as a condition of employment:

On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or

Pay a Service Fee to the Association, pursuant to the Association’s “Policy Regarding Objections to Political-Ideological Expenditures” and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member’s wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of

each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Objections Policy

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the Administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been available of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

Dues Deduction

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the

Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning September and ending in June of each year.

Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

The Association agrees to indemnify the Board of Education and hold it harmless from any and all claims, liabilities, or judgments including attorneys' fees that may arise by reason of action taken by the Board as a result of enforcing the provisions of this section. The Association has the right to choose the legal counsel.

E. Severability and Saving

In the event any provision of this agreement is in conflict with any existing or future federal, state, or local laws or regulations, the portion of the provision that is in conflict shall be rendered inoperative and the employer shall take all actions necessary to comply with the pertinent laws or regulations. The remainder of this agreement shall not be affected thereby.

ARTICLE 2

BOARD 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 or demotion, and to promote and transfer such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and 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 3

EVALUATIONS, DISCHARGE, AND DISCIPLINE

A. Evaluations

Evaluations will be done each year, except for employees with less than six months seniority. Each supervisor will be responsible for completing the evaluation by June 30th of each year. Each employee, upon his/her employment or at the beginning of the school year, whichever is later, shall be given a copy of the evaluation instrument or criteria to be used in his/her evaluation. Completed evaluation forms and all accompanying responses will be placed in the employee's personnel file.

B. Probationary Employees

Probationary Employees may be discharged, disciplined or laid off for any reason with or without cause except for lawful Union activity without recourse of the grievance procedure.

C. Representation at Meetings

An employee shall be entitled to have present a representative of the Association during any meeting that will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present..

D. Personnel File

Each employee shall have the right, upon request, to review the contents of his/her own personnel file which were made part of the file after the date of his/her employment. The employee may have an Association representative accompany him/her in such review.

The Board may also have a representative during the review to protect the content of the personnel file. Employees have the right to have supervisor generated documents added to his/her own personnel file. No complaints against a bargaining unit member, including but not limited to, student, parental or school personnel complaints, originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the complaint. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

E. Discipline

The Board agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Association President of the discharge or discipline. The discharged or disciplined employee, upon request, will be allowed to meet with the employer to discuss the discharge or discipline. Should the discharged or disciplined employee and the Association consider the discharge to be improper, a complaint may be presented in writing through the Association to the employer within ten (10) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is unsatisfactory to both the employee and the Association the matter may be referred to the grievance procedure.

F. No non-probationary employee shall be disciplined, discharged or deprived of a contractual benefit without just cause.

G. Any case of assault upon a bargaining unit member or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall render

reasonable assistance to the bargaining unit member to prevent injury and loss of property.

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURE

A. DEFINITIONS

1. Grievance. A “grievance” is an alleged violation of this Agreement.
2. Grievant. The “grievant” is the person or persons making the claim and may be an employee, a group of employees, or the Association.
3. Work Days. The term “work days”, when used in this Article, shall mean Monday, Tuesday, Wednesday, Thursday, and Friday of any week, except that no day that is designated as a holiday in this Agreement shall be counted as a work day.

B. Failure to comply - Time Limits

If the grievant fails to comply with the time limit or the grievance is not appealed to the next step, it shall be considered settled on the basis of the Board’s last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall be allowed to pass to the next step in the grievance procedure. The parties may however, agree to extend the time limits at any step. In the case of a grievance involving any continuing monetary liability, the Board shall not be obligated for any compensation or back pay for any period more than thirty (30) calendar days prior to the filing date of the grievance.

C. Right of Employee to Have Grievance Adjusted

Nothing contained in this article shall be construed to prevent any individual employee from presenting a grievance, appealing a grievance short of arbitration, or having a grievance adjusted without intervention by the Association; provided that any such adjustment is not inconsistent with the terms of this Agreement, and providing further that the Association has been given an opportunity to be present at such adjustment.

D. Grievance Procedure

Step One. The Association shall reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to the immediate supervisor.

The grievance shall be filed no later than fifteen (15) work days from the date the alleged violation of the Agreement occurred or should have reasonably become known to exist.

The written grievance shall be titled "Statement of Grievance" and will attempt to include all of the following information:

The name of the grievant or grievants.

The names of all other persons involved.

The number and title of any and all articles of this Agreement alleged to have been violated, and by appropriate reference the sections and paragraphs of such articles alleged to have been violated.

A full statement of the facts giving rise to the grievance.

The contention of the grievance or grievants as to how the facts indicate violation of this Agreement.

The relief requested.

Within ten (10) workdays of the receipt of the grievance, the immediate supervisor shall meet with the Association's designated representative in an effort to resolve the grievance. The grievant, at his/her discretion, may be present at such meeting. Within four (4) work days of the above meeting the immediate supervisor shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

Step Two. In the event the grievance is not satisfactorily resolved at Step One, the Association's designated representative, within five (5) work days of his/her receipt of the answer, or within five (5) work days of the due date of the answer may transmit the grievance in written form together with a proposed solution thereof to the Superintendent. Within ten (10) work days of the receipt of the grievance the Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The grievant, at his/her discretion, may be present at such meeting. Within seven (7) work days of the above meeting the Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

Step Three. If the grievance is not resolved in Step Two, it may be appealed to the Board by the Association's designated representative within five (5) work days after the receipt of the Step Two answer or within five (5) work days of due date of the written answer in Step Two. Such appeal shall be in writing and delivered to the President or the Secretary of the Board, and shall state the reasons for the Appeal and shall be accompanied by copies of the grievance chain (grievance, attachments, answers). The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board, will

consider the grievance and will give its answer in writing within seven (7) work days after the date of such regular meeting.

Step Four. Arbitration. In the event the answer by the Board is not satisfactory to the Association then within thirty (30) calendar days following the date of receipt of the Board's answer the Association only, and not an individual employee, may file a demand for arbitration of the dispute to the American Arbitration Association with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.

The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:

Any matter involving the Board's discretion in the expenditure of funds for capital outlay;

The fixing or establishment of any salary schedule;

The termination of or decision not to reemploy any probationary employee;

Evaluation of employee, unless it is a claim of failure to follow established procedures or the evaluation is being used to justify a disciplinary action or discharge.

The decision of the Arbitrator shall be final and binding.

Upon receiving a list of arbitrators from the American Arbitration Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he/she shall be

selected by the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.

Only one grievance shall be heard by an arbitrator at any one appointment.

The costs and expenses of the arbitrator shall be shared equally by the parties.

Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

E. No Strike Clause

The association, its officers, agents, affiliates, members, and employees agree that there will be no strikes, sit-downs, stoppages of work, slow-downs, picketing, boycott, withholding of services, or any unlawful acts that interfere with the Board's operations.

Any violation of the foregoing may be made a subject to disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the Board's right to any other remedy under law for such violation.

ARTICLE 5

WORKING CONDITIONS

A. Definitions

1. "Twelve (12) month employees" are those employees scheduled to work 7 & ½ to eight (8) hours per day, five days per week and twelve (12) months per year.
2. "Ten (10) month employees" are those employees scheduled to work 6 (six) to eight (8) hours per day, five days per week and approximately ten (10) months per year.

3. “Part-time employees” are those employees regularly scheduled to work less than 6 (six) hours per day or less than 5 days per week or less than ten (10) months per year.

B. Probationary Period

New employees hired or transferred into the bargaining unit shall be considered on probation until they have worked a minimum of 90 working days. After the probationary period, the employees shall be entered on the seniority list as of the date of hire or transfer into the bargaining unit.

C. Work Day

The work day shall normally be 7 & ½ to eight (8) hours, the work week 37 & ½ to forty (40) hours, with the exception of media clerks whose hours shall be determined by the Administration. No hours shall be worked beyond regular established time unless approved by the Administration. All overtime must be approved by the Supervisor of each office.

D. Overtime

Time and one-half will be paid for any time worked over 40 hours per week. 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 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.

E. Breaks

Each employee working more than a three (3) hour but less than a five (5) hour shift shall be given the opportunity of taking a 15 minute break during the shift. Each employee working at least a five (5) hour shift shall be given the opportunity of taking a 15-minute break during morning and afternoon.

F. Time Clock

All employees may be required to punch a time clock, including whenever they leave the building during normal working hours. All employees are entitled to at least a one-half hour lunch period. A time clock need not be punched for the lunch period.

G. Inclement Weather

During days of inclement weather or other physical conditions, employees who are directed not to report to work or who are directed to leave work early by the Superintendent or his/her designee, shall receive his/her normal days pay. All clerical employees will be given one inclement weather day. Coverage schedule will be worked out per building.

H. Length of Work Year

Positions shall be posted as either “10 month” or “12 month” or “part-time”. If a 10 month or a part-time employee works an increased work year, he/she shall receive a pro-rata share of the difference in all benefits that differ from 12 month positions compared to his/her position (paid vacation days, personnel leave days, holidays, etc.).

I. Administration of Medication to Students

The administration of medication will be done in accordance with Board Policy 5330 and Section 380.1178 of the Michigan School Code, which will be posted in all buildings.

ARTICLE 6

VACANCIES & TRANSFERS

- A. Vacancies shall be considered as a bargaining unit position which the Board intends to fill.
- B. Whenever a vacancy or new position occurs within the bargaining unit, the Board shall publicize the same by placing written notice of the vacancy in the main office of each building in the school district and mailing a copy to any employee on layoff. The vacancy shall not be filled for a period of five work days except on a temporary basis. A vacancy notice shall also be mailed to any employee not scheduled to work during the posting period for the vacancy provided that the employee furnishes the stamped self-addressed envelopes. All vacancies shall first be posted for application within the bargaining unit. If there are no qualified applicants within the bargaining unit, the Board may then post the position for applicants outside of the bargaining unit.

- C. Any member of the bargaining unit may apply for any posted vacancy. Employees who are on layoff or notified that their position is being eliminated or reduced in scheduled hours/days/weeks shall be given priority in the order of most seniority over applications from non-bargaining unit members provided they are qualified. In the event a vacancy occurs as a result of the Board reinstating a position that was previously eliminated, the employee that held the position at the time of the elimination shall have the right to return to the position. Unless provided otherwise in this Agreement (such as immediately above) the Board shall grant first consideration to the most senior applicant within the bargaining unit. Any employee who applies for a vacancy shall have the right to an interview and will be notified of the outcome of the filling of the vacancy.
- D. Any successful applicant for a vacancy shall have a trial period of a minimum of 30 working days. The Employer shall give the successful applicant reasonable assistance to enable him/her to meet the Employer's standards of the new job. If during the trial period, the Board determines that the employee is not performing satisfactory service, or at the option of the affected employee, the employee shall be returned to his/her former position. This re-assignment is not subject to the grievance procedure.
- E. An employee who transfers to a position with the Board that is outside the bargaining unit shall retain seniority but shall not accumulate seniority for a period of one (1) year, at which time the employee must return to the bargaining unit or lose his/her seniority. The employee shall not cause the layoff of any bargaining unit member in the event the employee is transferred back into the bargaining unit.
- F. The Board will make every attempt to keep involuntary transfers to a minimum.

ARTICLE 7

LAYOFF & RECALL

- A. “Seniority” shall mean the length of uninterrupted service with the employer since the employee’s last date of hire or transfer into the bargaining unit and shall be computed in calendar days. Part-time employees shall accrue seniority on a pro-rata basis of their regularly scheduled hours per day, days per week, and months per year compared to a work schedule of 6 (six) hours per day, 5 days per week and forty (40) weeks per year. Time spent on leave or layoff shall not be an interruption in service and seniority shall continue to accrue. When an employee completes his/her probationary period the employee shall be entered on the seniority list as provided above. There shall be no seniority among probationary employees.
- B. An employee shall lose his or her seniority only for the following reasons:
1. If the employee quits or retires.
 2. If the employee is discharged and the discharge is not reversed.
 3. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.

If the employee is laid off for a period of two (2) years or a period greater than their seniority immediately preceding their layoff, whichever is the greater period of time.

C. Seniority List

The Board shall prepare and submit to the Association within thirty (30) calendar days of the ratification of this Agreement a Seniority List showing the names, home address, last date of hire or transfer into the bargaining unit, computed seniority and job title for all members of the bargaining unit.

The Board shall update the Seniority List each semester and shall provide the Association with updated copies at least once every year in sufficient quantity for distribution to all bargaining unit members. During the yearly period, the Board will advise the Association President of any changes in the Seniority List in writing within ten (10) work days after said changes.

D. “Layoff” shall mean a reduction in the work force. No employee shall be given less than thirty (30) calendar days notice of any affect of layoff unless it is a temporary situation.

E. Layoff and Recall Procedure

No employee will have any right to claim the job of a less senior employee unless he/she can meet the requirements for that position and can perform that job satisfactorily.

Where the layoff is intended to be five working days or less, the laid off employee shall have no right to claim the job of a less senior employee during such five days.

For the purpose of this Article, ten-month and part-time employees are not considered to have been laid off during any scheduled school vacation periods unless they are normally scheduled to work during that period and are directed not to do so.

In the event that the Board determines that a twelve-month or a ten month position is to be reduced or eliminated, the Board shall identify the position affected and the employee holding that position shall be allowed to:

bump the least senior twelve-month employee among those positions as limited by E. 1 above; or

bump the least senior 10 month employee among those positions as limited by E. 1 above; or

bump the least senior part-time employee among those positions as limited by E.1 above; or
apply and be granted a vacant position; or
accept the layoff or reduction.

In the event that the Board determines that a part-time position is to be reduced or eliminated, the Board shall identify the position affected and the employee holding that position shall be allowed to:

bump the least senior part-time employee among those positions as limited by E, 1 above; or
apply and be granted a vacant position; or
accept the layoff or reduction.

A twelve-month or a ten-month employee that is bumped shall also have the right to the options in 4, above. A part-time employee that is bumped shall also have the right to the options in 5 above.

When a vacancy occurs, employees who are on layoff with the most seniority shall be recalled first, provided that the vacancy isn't filled by another employee that has applied for the vacancy and provided that the employee can meet the requirements for the job and can perform that job satisfactorily. Notice of a recall shall be sent to the employee at the last known address by registered or certified mail. Notice shall be given by the employee of his or her intent to return to work within three work days of receipt. If an employee fails to report for work within five working days of the scheduled date to return to work, he/she shall be considered a quit. Employees who were laid off as twelve-month or ten-

month employees shall not be required to accept recall to a part-time position and such refusal shall not affect their recall rights.

A laid-off bargaining unit member shall be granted priority status on the substitute list according to his/her seniority. If a laid-off employee accepts such an assignment, he/she shall receive his/her pre-layoff regular rate of pay but not be entitled to any other benefits unless the assignment exceeds thirty (30) consecutive work days in which case the bargaining unit member shall be eligible for single subscriber MESSA Revised Super Care I health insurance protection and to earn paid leave days at the rate of one (1) day for each calendar month worked during the remainder of time on the assignment. The return of a laid-off employee to work on a substitute basis shall not be considered a recall from layoff and does not constitute a break in the layoff for purposes of Section B.4. of this Article.

ARTICLE 8

LEAVES OF ABSENCE

A. Definitions

“Immediate family” shall mean spouse, father, mother, child, step-child, a child for which the employee has been appointed guardian by a court or agency, sister, brother, parent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, aunt, uncle.

B. Paid Leave Accumulation

Each July 1st, 10 month and part-time employees shall be credited with eleven (11) paid leave days. Each July 1st, 12 month employees shall be credited with fifteen (15) paid leave days. Upon employment or transfer into the bargaining unit, an employee, until

his/her first July 1st in the bargaining unit, shall accrue one (1) day of paid leave on the first of each month. Unused paid leave days shall be allowed to accumulate to a maximum of 180 days. A record of accumulated leave days will be provided at the beginning of each school year.

C. Paid leave days may be used as follows:

Personal Sick Leave

Employees may use available leave time as necessary to recover from a personal disability, for personal illness or injury, or for illness or injury in the immediate family. The Board, within reason, may require a physician's certificate verifying the disability.

Personal Leave Days

A maximum of two (2) paid leave days per year for ten-month employees and part-time employees and three (3) paid leave days per year for twelve-month employees (non-accumulative) for personal business. Application for personal leave must be made in writing at least 24 hours in advance except in cases of emergency. Permission must be received from the immediate supervisor. Personal leave days will not be taken preceding or following a holiday or a paid leave day or to extend a vacation time.

D. Special Provisions

In case of emergency or for other valid reasons, an employee may leave the job for a length of time during a work day. Prior approval from the immediate supervisor must be

granted before such leave is taken. At the employee's option the length of work time may be charged against the appropriate paid leave time available to the employee, a deduction in pay may be taken, or the time shall be made up at a time scheduled by the employee's immediate supervisor.

E. Other Paid Leave

For absence caused by required jury duty and Court appearance as a witness in any case connected with employment with the district provided that the matter does not involve proceedings brought against the Board or the District by the employee or the Association, the employee will be compensated the difference between normally earned daily wages and the jury or witness fee.

F. Leaves of Absence Without Pay

Upon written application by an employee, a leave of absence without pay or fringe benefits will be granted for the following reasons:

Child Care Leave

Illness - Physical or Mental

Prolonged illness in the immediate family

Other reasons if approved by the Superintendent

All such leaves shall be granted for up to one year and may be extended by mutual agreement. Employee's medically documented personal disability may be granted up to two years or may be extended by mutual agreement. The employee shall be returned to his/her former position unless it is being held by an employee with more seniority or his/her former position has been eliminated, in which case the returning employee shall

be allowed the options stated in Article 7, Section E, 4 (if on leave from a 10 or 12 month position) or E, 5 (if on leave from a part-time position).

Unpaid leaves of absence in excess of twenty (20) scheduled work days shall be without paid fringe benefits, except that disabled employees on an unpaid leave shall continue to receive paid fringe benefits for at least one (1) month after the month in which his/her disability begins. Upon approval of, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.

G. Funeral Leave

In addition to the paid leave days above, funeral leave will be granted for up to five (5) working days, per occurrence, for death in the immediate family, and one (1) working day, per occurrence, for the death of a niece, nephew, cousin.

H. Upon retirement from the Public School System, the employee shall be paid an amount equal to 33% percent of his/her hourly rate times the number of accumulated paid leave hours he/she has accumulated, to a maximum of 1000 hours. To qualify the employee must qualify for retirement under the Michigan Public School Retirement Plan.

Effective the 2003-2004 school year, an eligible employee may on a once-a-year basis elect to convert up to a maximum of sixty-five (65) paid leave hours into a calendar year-end bonus at the rate of thirty-three percent (33%) of his/her hourly rate. 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 paid 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. FMLA Leave

An unpaid leave of absence of up to twelve (12) weeks during a twelve (12) month period shall be granted to any employee who has worked for the District a minimum of twelve months and 1,250 hours in the preceding twelve months for any of the following purposes:

Childbirth and to care for the employee's newborn child after birth;

Placement with the employee of a child for adoption or foster care;

To care for the employee's spouse, child or parent who has a serious health condition; or

For a serious health condition that renders the employee incapable of performing the functions of the employee's job.

The parties agree that they will abide by the Family and Medical Leave Act of 1993 ("FMLA") policy as it pertains to such leaves.

J. Association Days

Beginning July 1 each year, the Association shall be credited with a total of five (5) days to be used by Association officers or its agents, such use to be at the discretion of the Association except to extend a vacation period, holiday, or between August 15 and September 15 or May 15 and June 15 of each year. The Association agrees to notify the District in writing, no less than forty-eight (48) hours of the date for intended use of said leave. Days shall be non-accumulative.

ARTICLE 9

VACATIONS

After the first full year of employment, twelve-month employees will receive five (5) days paid vacation. After the second full year of employment twelve-month employees shall receive ten (10) days paid vacation.

After eight years of continuous employment, twelve-month employees shall receive fifteen (15) days paid vacation per year. One (1) additional paid vacation day shall be granted to twelve-month employees for each year of employment after eight years of continuous employment up to a limit of twenty (20) days per year. Twelve-month employees eligible for paid vacation must take at least five (5) days of vacation off consecutively.

Ten-month employees who are employed by the Board of Education and are in this bargaining unit as of April 19, 1982, shall receive five (5) days paid vacation per year.

Ten-month employees who are employed after April 19, 1982, shall not receive paid vacations. Arrangements for vacations must be made with and approved by the immediate supervisor and the superintendent.

Vacation pay shall be based on the employee's normally scheduled hours and straight time pay rate.

Should an employee terminate her employment during the year, she shall receive any unused vacation credit accrued in the current calendar year.

ARTICLE 10

HOLIDAYS

- A. All employees shall receive the following days off work with pay:

Labor Day
Thanksgiving Day
Day following Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day
New Year's Day
Memorial Day

In addition, 12 month employees shall receive the following day off work with pay:

Fourth of July

- B. Should the holiday fall on a Saturday, Friday shall be considered as the holiday. Should the holiday fall on a Sunday, Monday shall be considered as the holiday
- C. Employees must work their normal work day following and their normal work day preceding the holiday in order to be eligible for holiday pay, unless the employee is on a paid leave day provided by Article 8, or unless otherwise excused by the Superintendent. The holiday pay for each of the above days for an employee that is not scheduled to work on a day designated as a holiday shall be the product of: (1) the employee's straight-time hourly rate and (2) the number of regularly scheduled hours the employee works during a work week divided by 5. For an employee that is scheduled to work on a day designated as a holiday, the holiday pay shall be the amount the employee would have been paid for working the scheduled number of hours on said day.

ARTICLE 11

FRINGE BENEFITS

A. The Board shall make available to all clerical the following insurance protection:

1. Effective July 1, 2007, the Board shall provide, without cost to the employees, MESSA's Choices II protection for a full twelve (12) month period for each year of this Agreement for eligible employee and his/her eligible dependents. Prescription drug coverage shall be under MESSA's \$5 Generic/\$10 brand-name co-payment. If employee opts for MESSA's Revised Super Care I, the employee contributions will be \$78.00 per month through September 30, 2007. The Super Care I deductible shall be \$100 individual/\$200 family, prescription drug coverage shall be under MESSA's \$5 generic/\$10 brand co-payment rider, and MESSA's preventive care rider (wellness) shall be provided.

Effective October 1, 2007, employees who select Super Care 1 coverage, shall have prescription drug coverage under MESSA'S \$10 generic/\$20 brand-name co-payment and will pay \$152.20 per month for a nine (9) month period which will be equally divided over the remaining pay periods.

Effective July 1, 2008, the Board shall provide, without cost to the employees, MESSA's Choices II protection for a full twelve-month period for each year of this Agreement for eligible employee and his/her eligible dependents. Prescription drug coverage shall be under MESSA's \$10 Generic/\$20 brand-name co-payment. Employees shall no longer have the option of Super Care 1 coverage as of July 1, 2008. For those individuals elected to be covered by each employee, in lieu of MESSA health coverage, MESSA Limited Medicare supplement premiums and Medicare Part B premiums shall be paid on behalf of the employee,

spouse, and/or dependents eligible for Medicare. Employees not electing health insurance coverage may apply up to the amount of the MESSA Choices II single subscriber premium toward the MESSA optional coverage and/or a tax-deferred annuity plan. The plans shall be limited to the following companies: M.E.A. Financial Services, VALIC, Washington National, Federal Kemper and Metropolitan. If a husband and wife are both members of the bargaining unit, no more than one shall elect health insurance coverage; the other may elect options. For employees regularly scheduled to work less than thirty (30) hours per week but at least twenty (20) hours per week, the cost to the Board shall be limited to no more than the MESSA Choices II single subscriber premium rate. Those employees employed prior to February 1, 2006, will continue to qualify for the single subscriber rate at less than 23 hours but at least 12 hours per week. For employees hired after February 1, 2006, no premium subsidy shall be available to employees regularly scheduled to work less than twenty (20) hours per week

2. The annual open enrollment period shall be the month of September or any period designated by the insurance carrier.
3. The Board shall provide for all employees and their dependents, without cost to the employee, the MESSA/Delta Dental Plan "E" with Orthodontic Rider 007 including Internal and External Coordination of Benefits. For employees regularly scheduled to work less than twenty-three (23) hours per week but at least twelve (12) hours per week, the cost to the Board shall be limited to no more than the single subscriber premium rate. No premium subsidy shall be available to employees regularly scheduled to work less than twelve (12) hours per week.

4. Vision Insurance

The Board shall provide for all employees and their dependents, without cost to the employee, the MESSA Vision Plan VSP-3 with Internal and External Coordination of Benefits.

Life Insurance

The Board shall provide without cost to the employee (provided the employee is insurable, as defined by MESSA) MESSA Term Life Insurance with AD & D that will be paid to the employees' designated beneficiary in the amount of \$30,000.

Long Term Disability Insurance

The Board shall provide without cost to the employee MESSA Long Term Disability Insurance with a benefit of 66 2/3 % of employee's salary with a maximum monthly income benefit of \$2,500.00, and a waiting period of 90 calendar days, modified fill. Employees regularly scheduled to work less than twelve (12) hours per week shall not be eligible for any LTD coverage.

New employees to the bargaining unit shall be eligible for the above insurance beginning with the month in which they begin work. In the event an employee is indefinitely laid off, the above insurance shall be continued through the month following the month in which their lay off 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.

Change in family status will be allowed according to the regulation of the insurance carrier.

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 the insurance carrier may require. 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.

The Board, 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 of the Board nor shall such failure be considered a breach of any obligation by the Board.

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.

- B. Employees required to travel between buildings as a part of their duties shall be reimbursed mileage at the maximum rate allowed by the IRS.

ARTICLE 12
SALARY SCHEDULE

A. **STEP ADJUSTMENTS**

Effective upon each employee's employment anniversary date, said employee shall be placed on the next greater salary schedule step except all time on layoff and each unpaid leave of absence in excess of fourteen (14) calendar days shall result in an equal delay in an employee's movement to the next greater salary schedule step.

B. **PLACEMENT**

The Board may hire or transfer into this bargaining unit employees at a salary schedule step at or greater than Step 1.

C. **2007-2008 Salary Schedule**: Effective July 1, 2007 (retroactive to 7-1-07) - 2% Increase

Classifications

Secretaries and Media Clerks

<u>Step</u>	<u>Hourly Rate</u>
1	\$13.38
2	14.20
3	15.85
4	16.39
5	17.04
6	17.73

Accounting

<u>Step</u>	<u>Hourly Rate</u>
1	\$14.07
2	14.90
3	16.62
4	17.22
5	17.90
6	18.62

D. 2008-2009 Salary Schedule: Effective July 1, 2008 – 2% Increase

Classifications

Secretaries and Media Clerk

Step	Hourly Rate
1	\$13.65
2	14.48
3	16.17
4	16.72
5	17.38
6	18.08

E. 2009-10 Salary Schedule: Effective July 1, 2009 – 2% Increase

Classifications

Secretaries and Media Clerks

Step	Hourly Rate
1	\$13.92
2	14.77
3	16.49
4	17.05
5	17.73
6	18.44

ARTICLE 13

DURATION AND TERMINATION

- A. This Agreement is effective July 1, 2007 and shall continue until midnight June 30, 2010, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
- B. IN WITNESS WHEREOF, the parties hereto have executed this agreement:

FRUITPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION

By Betty G. Kinney
President

By Dill Healy
Vice President

By Patricia K. Strassman
Secretary

By Eva Zurek
Treasurer

By Walt A. [Signature]
Trustee

By Ken [Signature]
Trustee

By [Signature]
Trustee

FRUITPORT CLERICAL
ASSOCIATION, MEA-NEA

By Doreen Skok
Bargaining Committee

By Jean L. Schulz
Bargaining Committee

By Pam Gustafson
President

By Helen A. Maki
Executive Director