

AGREEMENT
BETWEEN
FRUITPORT COMMUNITY SCHOOLS
AND
FRUITPORT MAINTENANCE ASSOCIATION

Effective July 1, 2018 through June 30, 2021

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**ARTICLE 1.
AGREEMENT**

This Agreement entered into on this 6th day of November 2018, between the FRUITPORT COMMUNITY SCHOOLS (hereinafter referred to as the “EMPLOYER”) and FRUITPORT MAINTENANCE ASSOCIATION (hereinafter referred to as the “ASSOCIATION”).

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

**ARTICLE 2.
RECOGNITION**

The Employer does hereby recognize the Association as the exclusive representative for the purpose of establishing a Master Work Agreement only for maintenance employees.

**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.

(c) An emergency manager appointed under 2011 PA 4, MCL 141.1501 to 141.1531, may reject, modify, or terminate the collective bargaining agreement as provided in 2011 PA 4, MCL 141.1501 to 141.1531.

ARTICLE 4. OFFICER AND ALTERNATE OFFICER

(a) Two (2) officers

(b) Officers, or in their absence - alternate officers, 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.

(c) The Association shall be represented by a bargaining committee of two (2) employee representatives. Negotiation meetings shall be scheduled at mutually agreed times between authorized representatives of the Employer and the Association.

ARTICLE 5. 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 officer to the immediate supervisor within ten (10) working days after the date of the occurrence or the date the employee or officer reasonably should have known of its occurrence.

Commitment to the Process. The Association agrees that neither the Association 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 Association 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:

Any employee having a specified grievance shall take the matter up with his/her immediate supervisor. An officer 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.

Step 2:

If the answer to Step 1 is not satisfactory, the grievance may be presented by the officer to the Superintendent of Schools (or designee) within ten (10) working days after in Step 1.

Step 3:

If the answer at Step 2 is not satisfactory, the grievance may be presented by the officer 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.

Upon proper presentation, a meeting shall be arranged between the officer 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.

**ARTICLE 6.
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 officer 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 officer 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 Association, 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 7. 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 Association 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 2 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 Association 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.

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

ARTICLE 8. TEMPORARY POSITIONS

(a) Substitutes

The Employer may use substitutes for the purpose of filling vacancies of employees who are on vacation, absent because of illness, or other leaves of absence. Such substitutes will not

be covered by or have any rights under this Agreement. The pay rate for substitutes will be determined by the Employer but shall not exceed the 3rd step (i.e., "After 2 Years") on the pay scale for the classification being filled.

(b) Seasonal Positions.

Seasonal positions shall be defined as positions 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 12. It is understood that the provisions of this Agreement do not apply to seasonal positions. The rate of pay will be established by the Employer, but shall not exceed the top step.

**ARTICLE 9.
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 Officer. As changes in the seniority list occur from time to time, the Employer agrees to advise the Associations of such changes in writing.

**ARTICLE 10.
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 11.
SENIORITY OF OFFICER**

Notwithstanding their position on the seniority list, officers 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 12.
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.

**ARTICLE 13.
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.

**ARTICLE 14.
RECALL PROCEDURE**

When the working force is increased after a lay-off, employees will be recalled according to seniority, as defined in Article 7, Section (d); Article 10; and Article 11, provided they are qualified. Notice of recall shall be sent to the employee at his/her last known address. If there is no acceptance of the recall within ten (10) calendar days of the date of delivery of the notice, the right to recall shall be forfeited and the employee shall be considered a quit.

**ARTICLE 15.
JOB POSTINGS AND BIDDING PROCEDURES**

(a) Vacancies and/or openings in the Maintenance Department will be posted internally within the Association only for a period of 5 day, or shortened through mutual agreement. All current Association members have the opportunity to apply. The Director of

Operations may deny any request and must explanation for denial. The Director of Operations has ultimate right of assignment.

(b) The trial period for successful bidders 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 officer 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.

**ARTICLE 16.
VETERANS - REINSTATEMENT OF**

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

**ARTICLE 17.
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 27 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.

(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 18. PHYSICALS

The Employer shall pay for all physicals required by the Employer, excluding TB tests and those provided for in Article 27. In accordance with Board Policy and Administrative Guidelines, the Employer may require random drug/alcohol testing.

ARTICLE 19. 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) Such temporary assignment shall not be for more than five (5) consecutive work days, unless extended by mutual agreement.

ARTICLE 20. 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 Association will be paid the difference between his pay for jury duty and his/her regular pay.

ARTICLE 21.
EQUALIZATION OF OVERTIME HOURS

(a) 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.

(b) Scheduled Outside Stadium Events. These assignments may include such activities as cleaning up on Saturdays after home football games, working Saturday track meets, etc. Wherever the event takes place, the employee that oversees that building is awarded the overtime. If the employee cannot 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.

ARTICLE 22.
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.

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.

(c) Holidays will be considered hours worked for the overtime calculation.

ARTICLE 23.
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.

(b) A regular full-time employee 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) Regular part-time employees are defined to mean those employees who are scheduled to work less than eight (8) hours per day and/or less than forty (40) hours per week and/or less than twelve (12) months per year. Regular part-time positions will be considered only through attrition whenever possible.

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

(e) Employees may take a 15 minute paid break in the first and second half of their regular eight-hour shift. Employees scheduled to work less than eight (8) hours may take one 15 minute paid break during their shift. Breaks are not to be taken during the first or last hour of the shift except in unforeseen circumstances approved by the supervisor.

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

(g) 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.

ARTICLE 24.
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 25.
HOLIDAY PROVISIONS

- (a) Regular full-time employees are eligible for the following paid holidays:

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

- (b) Employees will be paid their current rate based upon their normal scheduled work hours.

- (c) 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.

- (d) 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.

- (e) 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 26.
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 27.
SICK LEAVE

(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. Days will be prorated for all regular part-time employees. 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 17(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) Employees 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 this section shall be made in the form of a non-elective employer contribution through Employer's 403(b) plan on the month following 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 28. PERSONAL BUSINESS LEAVE

Association shall be entitled to two (2) Paid Personal Business Days per year. Days will be prorated for all regular part-time employees. 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 preceding 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 29.
VACATION

(a) Regular full-time employees shall qualify for paid vacation as follows.

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

(c) All vacation will be calculated on the school year beginning July 1. 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 will be prorated based on the scheduled number of hours per day and days per year 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 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.

(i) 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.

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

**ARTICLE 30.
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 31.
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 32.
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 33 shall be continued by the Board of Education after an employee has exhausted his/her sick leave as provided in Article 27, Section 1(g).

ARTICLE 33.
HOSPITALIZATION AND MEDICAL CARE INSURANCE

(a) Effective July 1, 2012 the Employer shall provide regular full-time 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.

Effective January 1, 2019 Board Maximum *	Total Annual
Single	\$6,685.17
Two-Person	\$13,980.75
Full Family	\$18,232.31
Cash in Lieu	\$4,320.00

* The Board Maximum will adjust annually at renewal as defined by 2011PA 152.

All regular full-time employees will be eligible for up to Full Family health benefits.

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.

(b) The Employer shall provide regular full-time employees a dental plan to employees and their dependents which is equivalent to the plan that was offered in the 2014-15 fiscal year.

(c) The Employer shall provide regular full-time employees vision insurance to employees and their dependents which is equivalent to the plan that was offered in the 2014-15 fiscal year.

(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 17(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 34.
CLASSIFICATION AND RATES**

(a) Base rates: employees shall be paid the following hourly rates in accordance with seniority defined in Article 7, Section (d):

<u>Step*</u>	
1	13.87
2	14.52
3	15.17
4	15.78
5	16.40
6	17.02
7	17.63
8	18.25
9	18.87
10	19.40

* New salary schedule is effective November 6, 2018 which is found at Article 34(c)(3).

(b) 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 6 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.

(c) Salary Schedule Formula

1. 2018-19 = Restructure salary schedule noted in Section 3 payable by November 30, 2018.

2019-20 = One step or the Formula whichever is higher. This is payable by December 1.

2020-21 = 1% to the base or the Formula whichever is higher. This is payable by December 1.

For the year 2020-2021, in the event the District audited Fund Balance goes below 6%, **the parties shall meet to discuss options in lieu of application of Formula.**

2. **Payments for 2019-20 and 2020-21 noted in Section 1 above are retroactive to July 1st of each year regardless of the date actually paid.**

3. New Salary Schedule:

1. \$15.17
2. \$16.40
3. \$17.63
4. \$18.87
5. \$19.90
6. \$21.50
7. \$23.25

The current employee on step 2 with less than two years of experience will be moved to the new step 1. The current employee on step 2 with more than two years of experience will be moved to the new step 2. Current employees on step 4 will be moved to the new step 2. Current employees on steps 9 and 10 will be moved to the new step 5.

4. Fruitport Community Schools Compensation Formula

For the 2019-2020 school year, the parties agree to the following compensation formula to determine whether or not there is additional compensation beyond what is noted in Section 1 **above**. For the 2020-2021 school year, the parties agree to the following compensation formula to determine compensation noted in Section 1 **above**.

- a. Student FTE (fall) each year will be determined by the Fall Certified Alpha List. The district will provide the Association with the list as soon as the report is generated.
- b. If new sources of state revenue (current sources are listed within the baseline) are created in a school year that are unrestricted, they will be included in the calculation if they fund FCS staff. If any sources of state revenue are shifted from unrestricted to restricted, or eliminated, they will be removed from the calculation.
- c. Unless the parties otherwise mutually agree through a ratified successor agreement, the compensation formula shall expire June 30, 2021 and thereafter be null and void.

Step 1: Total state revenues for the fiscal year in question are compared to the baseline state revenues provided in the baseline below.

Step 2: Health insurance costs are going to be calculated by the baseline census data multiplied by the PA 152 hard caps. CILO costs are going to be calculated by the baseline census data multiplied by Article 4(D) of the Fruitport Education Association contract.. Increases in district health insurance compared to the proposed baseline figures are subtracted from the change in state revenues. Decreases in district health insurance costs compared to the baseline figures are added to the change in state revenues. The health care costs are calculated each year using the baseline census data

Step 3: Any increase in state retirement costs due to the change in the district retirement contribution rate is subtracted from the change in state revenues. Any decrease in state retirement costs due to a change in the district's retirement contribution rate is added to the change in state revenues. The retirement cost changes are calculated using the baseline of total salaries multiplied by the change in current MPSERS MIP graded rate compared to the baseline MPSERS MIP graded rate.

Step 4: The total dollar impact of the change from the summation of Steps 1, 2 & 3 are compared to the charts below to determine the additional compensation for that fiscal year.

2019-2020 CHART

Total Impact (Low)	Total Impact (High)	Additional Compensation
less than 758,371.00	758,371.00	No Formula Compensation
758,372.00	1,002,341.00	1 Step and 1% increase to the salary schedule
1,002,342.00	1,272,771.00	1 Step and 2% increase to the salary schedule
1,272,772.00	1,516,742.00	2 Steps and 1% increase to the salary schedule
1,516,743.00		2 Steps and 2% increase to the salary schedule

2020-2021 CHART

Total Impact (Low)	Total Impact (High)	Formula Compensation
less than 514,400.00	514,400.00	No Formula Compensation
514,401.00	758,371.00	1 Step
758,372.00	1,002,341.00	1 Step and 1% increase to the salary schedule
1,002,342.00	1,272,771.00	1 Step and 2% increase to the salary schedule
1,272,772.00	1,516,742.00	2 Steps and 1% increase to the salary schedule
1,516,743.00		2 Steps and 2% increase to the salary schedule

BASELINE FIGURES

State Revenue:

Student FTE (Fall)	2,753.51
Foundation Allowance (Section 22a,51c, 22b)	\$7,631.00
MPSERS Cost offset Section 147(a)	\$107.59
HS Pupil Supports Section 20(n)	\$7.29
Total Unrestricted Revenue	\$7,745.88
TOTAL STATE Revenue	\$21,328,358.04

Expenses

Annual Per Member Health Care Cost:	
Single (26 members)	\$6,560.52
Two (13 members)	\$13,720.07
Family (79 members)	\$17,892.36
CILO (45 members)	\$6,049.44
TOTAL HEALTH CARE	\$2,034,655.67
MPSER MIP Graded Rate	25.56%
TOTAL SALARIES	\$9,766,571.00

**ARTICLE 35.
PAST PRACTICES**

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

**ARTICLE 36.
DURATION AND TERMINATION**

- A. This Agreement is effective July 1, 2018 and shall continue until midnight June 30, 2021, 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

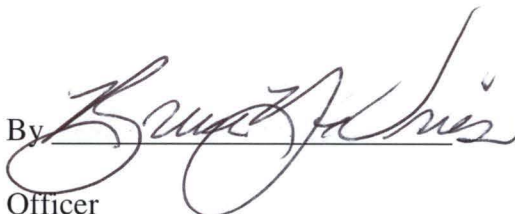
FRUITPORT MAINTENANCE

BOARD OF EDUCATION

ASSOCIATION

By 

President

By 

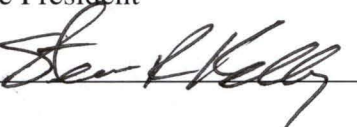
Officer

By 

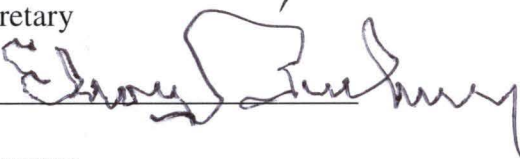
Vice President

By _____

Officer

By 

Secretary

By 

Treasurer

By 

Trustee

By 

Trustee

By 

Trustee