

2005-2007

MASTER AGREEMENT

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BETWEEN THE

FRUITPORT COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND THE

FRUITPORT INSTRUCTIONAL ASSISTANTS ASSOCIATION,

MEA-NEA

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July 1, 2005 through June 30, 2007

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AGREEMENT

This Agreement is entered into this 1st day of March 2006 by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport Instructional Assistants Association, MEA-NEA, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

- A. Pursuant to MERC Case No. 91L-276, 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 Instructional, Special Education and Chapter I aides; but excluding noon moms, supervisors 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 Union, or

- a. 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.

2. 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.

3. 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

4. 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, and to transfer such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto.
 4. To change and eliminate job classifications, to establish new classifications and the work content of existing classifications.
 5. To determine the labor requirements and to determine and adjust the size of the work force and to determine and adjust the schedules of work and the means, methods and procedures of work.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Michigan and the United States.

ARTICLE 3

EVALUATIONS, DISCHARGE, AND DISCIPLINE

A. Evaluations

Evaluations will be done each year, except for employees with less than six months' seniority. The teacher, building administrator and/or other designated administrator is responsible for completing the evaluation by May 30th of each year. Each employee will be given a copy of the evaluation form at the time of initial employment and at the beginning of each school year. 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

Upon request, an employee shall be entitled to have present a representative of the Association during any meeting to discuss disciplinary action.

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 Board may have a representative present during the review to protect the content of the personnel file.

E. Complaints

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 complaint in question.

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

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.

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 withdrawn. 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 fifteen (15) work 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 of the occurrence or the date the grievant should have known of the occurrence of the alleged violation of the Agreement. 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) work days 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. Probationary Period

New employees hired or transferred into the bargaining unit shall be considered on probation until they have worked ninety (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.

B. 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.

C. 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.

D. Time Clock

All employees may be required to punch a time clock, including whenever they leave the building during normal working hours. All employees who work at least four (4) hours a day are entitled to an unpaid one-half hour lunch period.

E. Inclement Weather

In the event that scheduled student attendance days are canceled due to inclement weather or other physical conditions, employees shall not be required to report to work and shall suffer no loss of pay for the first three (3) such days during the school year. On days of inclement weather or other physical conditions where employees are directed to leave work early or report late by the Superintendent or his/her designee, the employees shall receive their normal day's pay.

F. When an Instructional Assistant is absent from work, the Administration shall be responsible for arranging for any substitute.

G. When an employee is scheduled to be on duty and out of his/her assigned building with students at lunch time and/or coffee break time, the employee shall be paid for said time.

H. Instructional Assistants are not primarily responsible for loading students in wheelchairs onto school buses or buckling/harnessing students into place on the bus. However, they are expected to provide reasonable assistance when needed.

I. Professional Development

Instructional assistants shall be provided inservice education on those days when the entire teaching staff is scheduled for inservice programs. Employees will be required to attend unless excused by their immediate supervisor. Employees will be compensated at their regular hourly rate of pay for attendance. The planning of the inservice topics shall be the responsibility of the Board with suggestions from the Association and/or employees welcomed.

J. IEPC's

Instructional assistants shall attend IEPC's when requested by the teacher and authorized by the supervisor. Employees shall be compensated for their attendance including meetings scheduled during lunch periods and before /after regular working hours.

K. Administration of Medication to Students

Employees shall not be required to administer non-prescription medication to students. Employees may be required to administer prescription medication to students only after being given a copy of the Board Policy 5330 governing Use of Medications.

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 (5) work days except on a temporary basis. A vacancy notice shall also be mailed to any employee upon request provided the employee provides a stamped, self-addressed envelope.
- C. Any member of the bargaining unit may apply for any posted vacancy. In the event a vacancy occurs as a result of the Board reinstating a position that was eliminated during the previous calendar year, the employee that held the position at the time of the elimination shall have the right to return to the position. Unless provided otherwise (as immediately above) in the agreement, the most senior qualified applicant shall be granted the vacancy.
- D. Any successful applicant for a vacancy shall have a trial period of thirty (30) working days on the job. If the employee is not performing satisfactory service, the Board has the right to re-assign the employee back to his/her former position at any time during the trial period. The employee shall also have the right to return to his/her former position at any time during the trial period. Any employee electing to return to his/her former position shall be prohibited from signing any other posting for the next ninety (90) calendar days.
- E. An employee who is transferred 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 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 layoff and recall provisions of this Agreement shall prevail over the provisions of this Article.

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. 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.

In the event that two or more employees have equal seniority, the following criteria will be used to break the seniority tie: first, the employee with the greatest amount of years of service with the school district shall be considered the more senior. If the employees remain tied, then a random selection procedure that is mutually agreeable between the board and the association shall be used to break the seniority tie. The results shall be recorded on the seniority list.

- B. An employee shall lose his or her seniority for the following reasons:

If the employee quits or retires.

If the employee is discharged and the discharge is not reversed.

If the employee does not return to work when recalled from layoff as set forth in the recall procedure.

- 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, 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 keep the Seniority List up to date 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. The employer shall provide an affected employee with at least ten (10) work days notice of his/her layoff if it occurs during the school year and at least fourteen (14) calendar days notice before the first scheduled student day of the upcoming school year if it occurs between school years.

E. Layoff and Recall Procedure

In the event that an employee's position is eliminated, or the employee is bumped, said employee shall have the right to bump either (1) the employee with the least seniority among those employees with equal or more scheduled work hours, or (2) the employee with the least seniority among those employees with less scheduled work hours; provided said employee is qualified for the position.

In the event that an employee's scheduled work hours are reduced by two and one-half (2-1/2) hours or more a week, said employee shall have the right to bump the employee with the least seniority among those employees with equal or more scheduled work hours; provided said employee is qualified for the position.

The employee shall have no more than seven (7) calendar days after receipt of his/her layoff/reduction of hours notice to exercise his/her right to bump.

When a vacancy occurs, employees who are on layoff shall be recalled in the order of most seniority first, provided that the vacancy isn't filled by another employee that has applied for the vacancy and provided that the employee is qualified for the job.

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 on layoff shall not be required to accept recall to a position with less work hours scheduled compared to the position they were laid off from, and such refusal shall not affect their recall rights.

The Board shall mail notices of vacancies that arise in non-certified positions to the President of the bargaining unit when unit members are on layoff.

F. The parties agree that part-time positions shall be consolidated into full-time positions to the extent possible (i.e. positions shall be consolidated so that the resulting positions have as many hours as possible.)

ARTICLE 8

LEAVES OF ABSENCE

A. Definitions

1. "Immediate family" shall mean current 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.

B. Paid Leave Accumulation

Each September 1st (or as soon thereafter as the employee's work schedule for the following school year is settled), each employee shall be credited with the number of sick leave hours equal to one (1) hour for every eighteen (18) hours the employee is scheduled to work during the following school year. Upon employment or transfer into the bargaining unit, an employee, until his/her first September 1st in the bargaining unit, shall accrue one (1) hour of paid leave for every eighteen (18) hours worked or paid for.

Paid sick leave shall accumulate to a maximum of 1440 hours. A statement of accumulated leave hours 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. The Board, within reason, may require a physician's certificate to verify the disability.

Illness/Injury in Immediate Family

Employees may use paid leave days for illness or injury in the immediate family.

D. Special Provisions

In case of emergency, 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

Personal Leave

The equivalent of two (2) days a year may be used for personal business. Personal days do not accumulate. Personal leave shall be used only for business that cannot be handled outside of usual working hours and shall not be used for recreational purposes. Application for personal leave must be made in writing 24 hours in advance. Permission must be received from the immediate supervisor. Unused personal leave days shall be added to the employee's accumulated sick 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 daily

wages reflecting a normal work schedule for that employee and the jury or witness fee.

F. Leaves of absence without pay

Family and Medical Leave Act

The Board 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 Board 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.

Purpose of Leave - Unpaid leave may be granted for any of the following reasons:

To care for the employee's child after birth or placement for adoption or foster care;

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

For a serious health condition that makes the employee unable to perform the employee's job.

Notice Certification - When the need for leave is foreseeable, employees are expected to provide thirty (30) calendar 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 board 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 Board's expense) and a fitness for duty report to return to work.

Coordination With Other Forms of Leave and Time Off - Any of an employee's available accrued sick leave may, at the option of the Board or the employee, be substituted for any part of the 12-week period, provided that Article 8, Section C allows the use of accrued sick leave for such purpose. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance.

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.

Other Unpaid Leaves

Upon 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. Extended leaves due to personal disability shall be granted. 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 treated as if his/her position has been eliminated pursuant to Article 7, E.

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) consecutive working days, per occurrence, for death in the immediate family. It is expected that funeral leave will be utilized for the purpose of attending to the needs of the family in the event of such loss and for attending the funeral. Such leave may not be used for the purposes of vacation, recreation or other reason. Such leave shall include the day of the funeral. Certification or verification may be required.

H. Unused Accrued Leave

Effective July 1, 2006, an eligible employee may on a once-a-year basis elect to convert up to a maximum of two (2) weeks paid leave hours into a calendar year-end bonus at the rate of Five Dollars and Fifty Cents (\$5.50) per hour. 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.

Upon retirement from the Fruitport Community Schools, the employee shall be paid an amount equal to Five Dollars and Fifty Cents (\$5.50) times the number of accumulated paid leave hours he/she has accumulated. To qualify, the employee must qualify for retirement under the Michigan Public School Employees Retirement System.

ARTICLE 9

HOLIDAYS

A. Effective July 1, 2006, all employees shall receive the following days off with pay:

Thanksgiving Day
Day After Thanksgiving Day
Day Before Christmas
Christmas Day
Day Before New Year's Day
New Year's Day
Memorial Day

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. 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.

ARTICLE 10

FRINGE BENEFITS

A. **BENEFITS**

Employees regularly scheduled to work seventeen (17) hours or more per week may elect either Plan A or Plan B as follows:

Plan A Health Insurance

Effective May 1, 2006, the Board shall pay an amount equal to eighty percent (80%) of the monthly premium for the coverage selected (Member only; Member & Spouse or Member & Child; Full Family) and the employee will pay the balance of the cost for MESSA's Choices II protection for a full twelve-month period (for each year of this Agreement) for each employee, his/her spouse and his/her dependents defined eligible by MESSA. Prescription drug coverage shall

be under MESSA's \$5 generic/\$10 brand co-payment. The employees' contributions for health insurance during the school year shall be through payroll deduction. For employees regularly scheduled to work less than thirty (30) hours per week but at least seventeen (17) hours per week, the cost to the Board shall be limited to no more than eighty percent (80%) of the Choices II Member Only premium rate. No premium subsidy shall be available to employees regularly scheduled to work less than seventeen (17) hours per week.

The annual open enrollment period shall be the month of September. Change in family status will be allowed according to the regulations of MESSA.

Plan B

The Employer shall reimburse each employee regularly scheduled to work at least twelve (12) hours per week electing Plan B an amount equal to the MPSERS MIP (Member Investment Plan) contribution on all earned wages.

No premium subsidy shall be available to employees regularly scheduled to work less than twelve (12) hours per week.

Effective July 1, 2006, eligible employees not electing health insurance coverage will receive the following amount in lieu of such coverage:

- Employees working seventeen (17) or more hours per week.....\$975.00
- Employees working at least 12 hours but less than seventeen (17) hours per week.....\$488.00

This amount will be paid to the employee in two equal payments as follows:

- 1) The first payroll in January
- 2) The first payroll in June

Life Insurance

The Board shall provide without cost to the employee (provided the employee is insurable, as defined by MESSA) MESSA Term Life Insurance in the amount of \$15,000 plus AD & D that will be paid to the employees' designated beneficiary.

Payroll Deduction/Salary Reduction Plan

The Board shall allow employees at their own expense to participate in MESSA insurance programs (offered by the District) not paid for by the Board (in whole or in part) provided MESSA allows such participation. The Board shall provide a Section 125 Plan to allow employees to purchase insurance benefits and pay contributions for health insurance with pre-tax dollars.

General Provisions Relating To Insurance Coverage

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.

All insurance benefits for which the Board is obligated to contribute shall be subject to the underwriting rules, regulations and limitations as set forth by the respective insurance carrier.

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 to 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.

New employees to the bargaining unit shall be eligible for the above insurance beginning with the month after 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.

- 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 11

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, at its discretion, shall place each person hired or transferred into this bargaining unit at the Step it determines appropriate.

C. OPTIONAL 26 PAY

Employees shall have the option of receiving their scheduled annual pay on a 26 pay period basis rather than payment for all compensation due each two weeks. Employees opting for the 26-payment option must notify the District in writing prior to the first pay period in September.

D. 2005-2006 Salary Schedule: Effective October 24, 2005

1% increase

<u>Step</u>	<u>Hourly Rate</u>
1	\$ 9.52
2	\$10.28
3	\$10.66
4	\$11.04
5	\$11.43

E. 2006-2007 Salary Schedule: Effective July 1, 2006

1% increase

<u>Step</u>	<u>Hourly Rate</u>
1	\$ 9.62
2	\$10.38
3	\$10.76
4	\$11.15
5	\$11.55

ARTICLE 12

DURATION AND TERMINATION

- A. This Agreement is effective July 1, 2005 and shall continue until midnight June 30, 2007 at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
- B. The effective dates for the modifications made in the recently ratified Agreement between the parties to Article 11 Salary Schedule shall be fully retroactive to October 24, 2005, except that the modifications to the Salary Schedules will not be applicable to individuals whose employment with the District terminated for a reason other than retirement prior to the date of ratification. The modifications to all other provisions are effective on the date the Agreement is ratified by both parties or on the date specifically provided elsewhere in this Agreement.
- C. Commencing no later than April, 2007, the parties shall meet and arrange for negotiations of the successor agreement.
- D. IN WITNESS WHEREOF, the parties hereto have executed this agreement:

**FRUITPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION**

**FRUITPORT INSTRUCTIONAL
ASSISTANTS ASSOCIATION**

By _____
President

By _____
President

By _____
Secretary

By _____
Bargaining Committee

By _____
Treasurer

By _____
Bargaining Committee

By _____
Trustee

By _____
Bargaining Committee

By _____
Trustee

By _____
Bargaining Committee

By _____
Trustee

By _____
Executive Director