

6/30/2002

4880

**1998-2002**

**MASTER AGREEMENT**

**Between The**

**FRUITPORT COMMUNITY SCHOOLS**

**BOARD OF EDUCATION**

**And The**

**FRUITPORT BUS DRIVERS ASSOCIATION,**

**MEA-NEA**

**Fruitport Community Schools**

**Fruitport, Michigan**

**July 1, 1998 - June 30, 2002**

*Fruitport Community Schools*

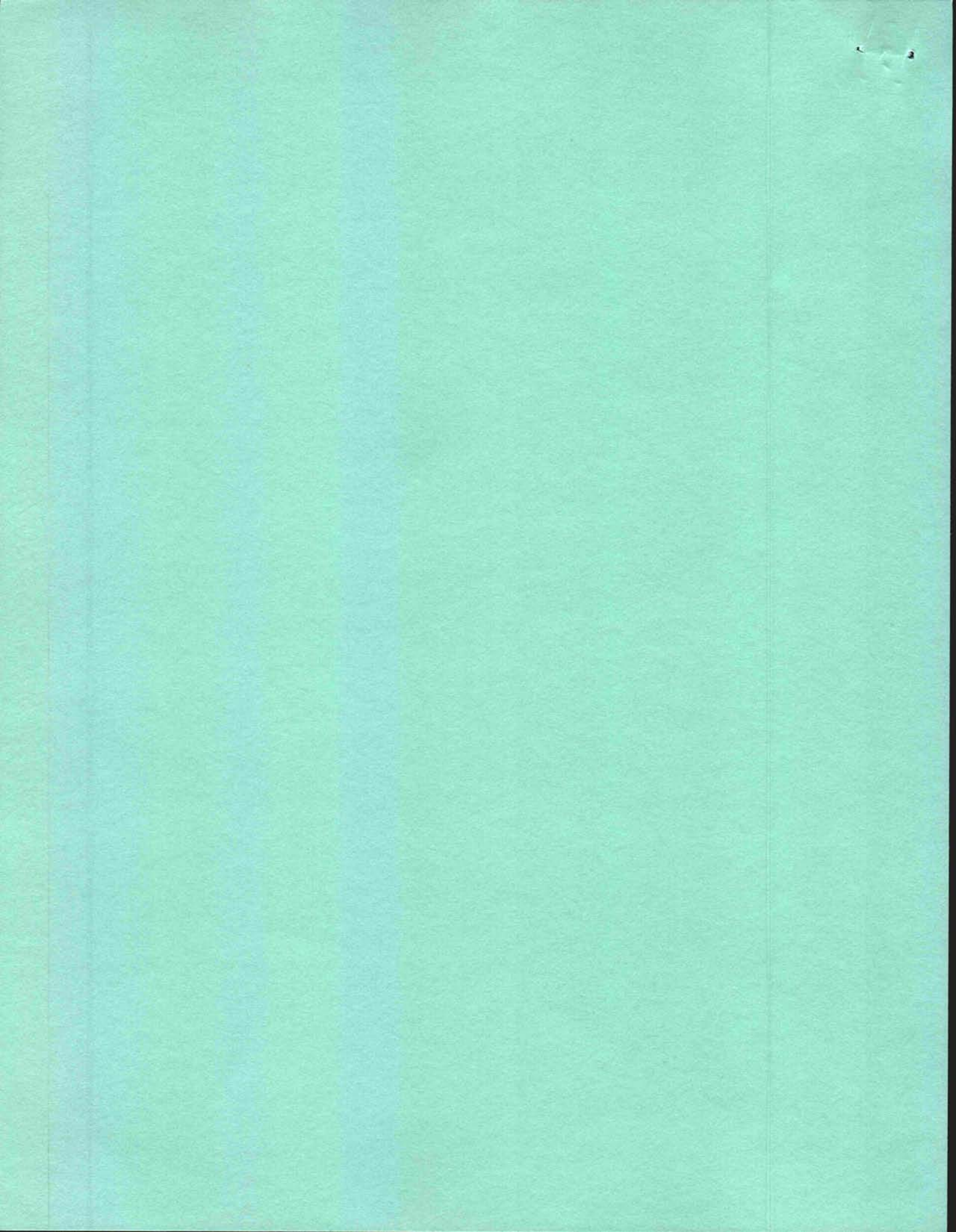


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**AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of July, 1998, by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport Bus Drivers Association, MESPA, hereinafter called the "Association" or the "Union".

**ARTICLE 1**

**RECOGNITION**

- 1.1 Pursuant to the MERC Case No. R83 C-119 And Case No. R90 C-78 and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all employees of the Board included in the bargaining unit defined below:

All Bus Mechanic's Helpers and regular full-time bus drivers;  
excluding Clerical employees, mechanics, custodians, teachers,  
supervisors, and guards.

- 1.2 The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above and references to female employees shall include male employees and vice versa.
- 1.3 The Board agrees not to negotiate with or enter into any agreement with any employee organization other than the Association for the duration of the Association's status as the exclusive representative as defined above.
- 1.4 Regular full-time employees are those employees who are assigned to a regular daily bus route.

**ARTICLE 2**

**AGENCY SHOP**

- 2.1 Within thirty (30) calendar days of ratification of this agreement or within thirty (30) calendar days of hire or transfer into this bargaining unit, all employees will sign and deliver to the Board of Education an assignment authorizing payroll deduction of membership dues and assessments (including MESPA, NEA, and local dues, but excluding any fines) or an amount equal to the above.
- 2.2 The Association hereby agrees to indemnify the Board of Education and hold it harmless from any and all claims, liabilities, or judgments including attorney's 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.
- 2.3 The Board agrees to remit the amounts mentioned above to the Association on a regular basis.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

- 3.1 Except as expressly limited by this Agreement, the Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves 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, whether heretofore exercised or not, including, but without limiting the generality of the foregoing, the right:
- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

- (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 all such employees;
- (3) To determine the hours of work and the duties, responsibilities and assignments of bus drivers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- (4) To maintain discipline of employees, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline. The Board will inform the Association in writing of any changes in existing rules or regulations or the establishment of new rules and regulations before such changes are made effective.

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

#### ARTICLE 4

##### SUBCONTRACTING

4.1 No person other than a bargaining unit member shall drive a Fruitport Community Schools school bus, except for emergency, training and fleet maintenance purposes. The Board shall not subcontract any regular run. In the event that Section 15, (3), (F), of P.A. 112 of the Public Acts of 1994 becomes law, this article shall be null and void.

ARTICLE 5

EMPLOYEE AND ASSOCIATION RIGHTS

- 5.1 The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, unless it adversely affects the Board's ability to conduct its operation.
- 5.2 The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- 5.3 Representation at Meetings  
An employee shall be entitled to have present a representative of the Association during any meeting to discuss disciplinary action.
- 5.4 No employee shall be required to meet with students, parents or other citizens without the presence of his/her immediate supervisor or other designated administrator. If any such meeting is held and the supervisor (or other designated administrator) knows in advance of the meeting that he/she will not be supportive of the employee, the employee shall be granted the right to a representative of the Association as provided in 5.3 above. The immediate supervisor (or other designated administrator) will meet with the employee prior to the meeting with the student, parent or other citizen in order to brief the employee and otherwise prepare for the meeting with the student, parent or other citizen.

5.5 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school district property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Non-employees shall notify the office when they will be on school premises.

5.6 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 contents of the personnel file. Other examination of an employee's file shall be limited to supervisory personnel and their agents, except that a nonbargaining unit member Union representative may review such files for contract administration purposes or to provide the employee representation in other Administrative or legal proceedings.

5.7 No material, 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 material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. 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. Complaints shall be removed from the bargaining unit member's file after two calendar years provided there are no further complaints of a similar nature and said complaint was not used as the basis for discipline.



- 5.8 All rules and regulations and all changes in rules and regulations shall be given in writing to the Association with a copy posted and personal copies made available to each employee prior to the implementation date of the respective rule and/or regulation.
- 5.9 The Association may place a lockable filing cabinet in the Bus Garage for its exclusive use.

## ARTICLE 6

### DISCIPLINE

- 6.1 The Board shall not discharge, suspend, or otherwise discipline any non-probationary employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is commission of a felony, consumption of alcoholic beverages or narcotic drugs or being under the influence of either while on duty, dishonesty, recklessness or excessive carelessness while driving or the carrying of unauthorized passengers, including "animals or pets" while on the job.
- 6.2 An employee found to have been discharged, suspended or otherwise disciplined without just cause shall be reinstated, paid any lost wages and benefits and otherwise made whole.
- 6.3 Oral reprimands shall not be valid unless a written notation is given to the employee and a copy to the union representative.
- 6.4 Whenever possible, as determined by management, discipline shall not occur until after an AM or PM bus run. The employer will consult with the union representative prior to administering the discipline.

## ARTICLE 7

### GRIEVANCE PROCEDURE

#### 7.1 DEFINITIONS

7.11 Grievance. A "grievance" is an alleged violation of this Agreement.

7.12 Grievant. The "grievant" is the person or persons making the claim and may be an employee, a group of employees, or the Association.

7.13 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.

#### 7.2 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.

#### 7.3 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, 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.

7.4 Grievance Procedure

7.41 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 grievant discovered 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:

- (a) The name of the grievant or grievants.
- (b) The names of all other persons involved.
- (c) 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.
- (d) A full statement of the facts giving rise to the grievance.
- (e) The contention of the grievance or grievants as to how the facts indicate violation of this Agreement.
- (f) 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.

7.42 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.

7.43 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, with a copy to the superintendent, 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.

7.44 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:

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

- (b) 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:
- (1) Any matter involving the Board's discretion in the expenditure of funds for capital outlay;
  - (2) The fixing or establishment of any salary schedule;
  - (3) The termination of or decision not to reemploy any probationary employee; or
  - (4) The evaluation of an 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.
- (c) The decision of the Arbitrator shall be final and binding.
- (d) 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.
- (e) Only one grievance shall be heard by an arbitrator at any one appointment.
- (f) The costs and expenses of the arbitrator shall be shared equally by the parties.
- (g) Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

7.5 No Strike Clause

The association, its officers, agents, affiliates, members, and employees agree that there will be no strikes, sitdowns, 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 8**

**SENIORITY**

8.1 One steward shall be granted super-seniority for all purposes of layoff and recall. The Union shall notify, in writing, the identity of the steward. The super-seniority shall be limited to bumping the least senior employee working; provided, that super-seniority shall not apply to field trips nor to work in the summer (between regular school years). The Association hereby agrees to indemnify the Board and hold it harmless from any and all claims, liabilities or judgments, including attorney 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.

8.2 "Seniority" shall mean the length of uninterrupted service with the employer effective with the initial assignment of a regular daily bus route. No member employed prior to July 1, 1998, shall have their seniority adjusted as a result of this article.

8.3 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 name, seniority rank by numeral and the day/month/year of the initial assignment of a regular daily bus route. The Board shall keep the seniority list up to date at all times with a

current copy posted on the bulletin board in the bus garage and one copy of the current list provided to the Association.

- 8.4 An employee shall lose his/her seniority for the following reasons only:
- (a) if he quits;
  - (b) if he is discharged for cause;
  - (c) if he is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost his seniority, and his employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  - (d) if he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  - (e) if he/she retires;
  - (f) if the employee fails to report to work at the expiration of an authorized leave of absence.

8.5 No seniority shall be granted for that portion of a continuous sick leave in excess of 180 workdays. No leave of absence shall be considered as an interruption of service for the purpose of Section 8.2 above. Any period of time for which seniority is not granted shall be recorded on the Seniority List and the employees date of hire on the Seniority List shall be adjusted to that later date that would represent the period of time lost.

8.6 In the event that two or more employees have equal seniority, they shall be assigned seniority ranking in order of the dates each first drove a bus for the district either as a

substitute or as a regular driver (with the earliest date being considered most senior.) If the foregoing does not break a seniority tie, 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.

## ARTICLE 9

### LAYOFF & RECALL

- 9.1 "Layoff" shall mean a reduction in the work force.
- 9.2 Seniority shall apply to layoff and recall as follows:
- 9.21 When a reduction in force occurs, employees with the least seniority will be the first to be laid off.
- 9.22 The Board shall, except when in its discretion the laid off full time employee will be unable to report to work in time to drive the assignment, call laid-off full time employees (who have asked to be called for substitute work) for available work prior to calling substitutes or others.
- 9.23 When the work force is increased after a layoff, employees will be recalled in the order of most seniority first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. Notice shall be given by the employee of his intent to return to work within seven (7) calendar days of date of mailing. If an employee fails to report to work within ten (10) calendar days from date of mailing of notice of recall he shall be considered a quit.



## ARTICLE 10

### ASSIGNMENTS

#### 10.1 Definitions

10.11 A "route" shall mean the planned travel of a bus for the purpose of picking up students at their home and delivering them to school or for the purpose of picking up students at school and delivering them home or a combination of both purposes.

10.12 A "run" shall mean one or more routes that are scheduled to be driven by the same driver in a consecutive manner. There are morning runs, noon runs and afternoon runs.

10.13 A "regular run" shall mean any run scheduled on a regular basis.

10.14 An employee's "assignment" shall be considered to include all the runs assigned to the respective employee.

10.15 A "permanent vacancy" means any new run or any run that is included in the assignment of an employee that dies, quits, retires, is discharged or transferred out of the bargaining unit. A run that is forfeited by an employee shall also be considered a permanent vacancy. Each run shall be considered as a separate "permanent vacancy" for the purpose posting.

10.16 A "temporary vacancy" shall mean any run that the assigned employee is not able to perform as a result of being on suspension, leave, or otherwise absent from work and any run that the assigned employee is not able to perform as a result of being granted some other temporary vacancy or special run.

- 10.17 A "combined run" shall mean the morning run and the afternoon run involving the same basic group of students and/or routes and is one run for assignment purposes.
- 10.18 A "shuttle" shall mean the travel of a bus within the boundaries of the school district.
- a. A shuttle run shall mean a shuttle which does not conflict with any regular run time, with a guarantee of not less than one (1) hour pay at the basic rate.
  - b. A merger shuttle run shall mean shuttles that conflict with regular run times. They will be assigned according to the dictates of operating efficiency. Any driving time beyond the regular run time shall be compensated at the basic rate of pay.
- 10.19 A "field trip" shall mean the travel of a school bus to transport pupils to and/or from the school district and a destination outside of the boundaries of the school district.
- 10.2 At the beginning of the school year, the Board shall make up the bus routes, runs, combined runs and shall determine which bus will be assigned to which runs. To accomplish the purpose of having the same driver assigned to the same basic route and group of students for the afternoon run as the morning run, the Board in its discretion shall establish as many combined runs as are feasible and efficient. The Board in its discretion may change the buses, busstops, routes, runs, and combined runs as often and in any manner as it may decide is in the best interest of the school district. The following shall apply to determining which run is assigned to which employee:

- 10.21 Except as provided in the determination of combined runs, runs shall not be tied together for the purpose of determining assignments.
- 10.22 When possible at the start of each year, route selection procedures will be conducted at least one week prior to the first student day and two weeks prior to summer runs. Each tentatively proposed run/route shall be posted in the bus garage lounge at least one week prior to the selection meeting. The posting shall include detailed information for each run. Selection of routes shall be in descending order starting with the most senior employee. The Union steward or a representative shall be in attendance. Employees on sick leave and/or other leaves of absence shall not be allowed to use their seniority on assignments at this time or in 10.3 below until such time as the employee is available for full time work. When the employee is able to return to work on a full time basis, he/she shall exercise his/her seniority on whichever assignment his/her seniority will allow him/her to take. Once assignments are made, (at the start of each year) there shall be no changes of assignment until after the first Monday in October. The only exception would be if a run is totally eliminated during this time.
- After the first Monday in October:
- a. An employee whose assignment is changed by fifteen (15) minutes per day in pay, including the period of time after the start of the school year, may bump onto any assignment held by an employee with less seniority.
  - b. Any employee may bump onto any assignment changed by fifteen (15) minutes per day in pay, with the most senior employee wishing to bump being granted the assignment. Any assignment that is increased permanently by fifteen (15) minutes per day shall be posted within twenty-four (24) hours and awarded at a special tailgate meeting within five (5) working days.

10.3 When a permanent vacancy that the Board does not eliminate occurs during the school year, it shall be posted for five (5) working days on the Bulletin Board in the bus garage. The most senior employee that signs the posting shall be granted the vacancy. A trial period of five (5) workdays shall be granted at the option of the employee. In the event an employee opts to return to his/her prior assignment during the trial period, the employee shall be prohibited from signing any permanent vacancy posting for ninety (90) calendar days.

10.4 Vacancies Of More Than 5 Working Days

10.41 When the Board has been notified by an employee that a temporary vacancy will exceed five (5) work days, the Board shall post the runs comprising the vacancy within one (1) work day of the notification.

10.42 The posting will break up the assignment of the absent employee into all the separate runs so employees can pick and choose among the runs that make up the assignment that is vacant. Below is a list of rules to help determine what is and isn't a separate run:

- a. A "combined run" shall mean the morning run and the afternoon run involving the same basic group of students and/or routes and is one run for assignment purposes. (You can't just take the morning part or just the afternoon part of a "combined run".)
- b. A "run" shall mean one or more routes that are scheduled to be driven by the same driver in a consecutive manner. The key to whether two routes are one run or two runs for this posting is whether there is any time in between the routes. In other words, if the driver returns to the bus garage area for any period of time in between the two routes, then the two will be

posted as separate runs for the purpose of this temporary vacancy. (For example, an assignment with a middle school route and an elementary route where the driver returns to the bus garage area for about a half hour in between the two will be posted with the middle school route as one run and the elementary route as a second, separate run.

10.43 The posting shall be for a twenty-four (24) hour duration except that when an employee applies for a vacant run, and there is no senior employee without conflicting runs, the run may be awarded before the end of the twenty-four (24) hour posting period.

10.44 The most senior employee applying (whether laid off or working) for each run who does not have a conflict with his/her current regular assignment will be awarded the vacant run. NOTE:

- a. You can't give up any part of your regular assignment in order to get one or more of these temporary vacancies.
- b. Unless there is an emergency or some unusual circumstances, a "conflict" means overlapping clock times, i.e. the end of one run is after the start of another run.
- c. The employee awarded a vacant run has it for the duration of the temporary vacancy, not just part of it.

10.45 None of the above and none of the below applies to the substitute drivers.

#### 10.5 Vacancies Of 5 Days Or Less

(In other words, temporary vacancies other than those above. The vacancies talked about below include the daily vacancies, vacancies of 1, 2, 3, 4 and 5 days, vacancies of an unknown duration and also the 5 day posting period for permanent vacancies.)

- 10.51 These temporary vacancies will be offered to those who have, in advance, told the administration they are interested. In other words, these short, day to day vacancies are not posted.
- 10.52 First, the entire assignment vacant will be offered in turn, in the order of most senior first, to those employees without a conflicting regular run that have expressed an interest in temporary vacancies. (Note that usually only laid off employees will satisfy the "no conflicting run" rule).
- 10.53 Second, if the foregoing (10.52 above) does not fill the temporary vacancy and it includes an elementary run and/or a vocational run, and/or a kindergarten run, regular drivers without a conflicting regular run who have expressed an interest prior to 7:00 a.m. on the morning of the day of the run shall be offered the vacant elementary, vocational and kindergarten run(s) in turn, in the order of most seniority first. In the event an employee, without good cause, refuses an offer of a temporary vacancy for which he or she has expressed an interest, the employee shall be ineligible for any temporary vacancies that occur during the next thirty (30) calendar day period.
- 10.54 You can't give up any part of your regular assignment in order to get one or more of these temporary vacancies (5 days or less).
- 10.55 Unless there is an emergency or some unusual circumstances, a "conflict" means overlapping clock times, i.e. the end of one run is after the start of another run.
- 10.56 The employee awarded a vacant run has it for the duration of the temporary vacancy, not just part of it.

- 10.57 In cases of an emergency (i.e. when the Board has less than three (3) hours advance notice) the Board shall be allowed to fill the vacancy without following the above procedure.
- 10.6 An employee losing work because of the elimination of a run or because of bumping, shall have the right to bump onto any run held by an employee with less seniority.
- 10.7 A driver is expected to fulfill their obligation for all runs accepted at the beginning of the school year. If for any reason a driver cannot fulfill his/her obligation he/she shall forfeit that run and that run shall be posted. The above shall not apply in cases of excused absence. In the event a run is posted, the employee that forfeited such run shall be prohibited from signing any like posting for ninety (90) days.
- 10.8 On conference or inservice days, the High School, Middle School, Elementary and Kindergarten runs shall be driven by the regular drivers. On those days, any vocational runs that conflict shall be offered to any available full time employee and then, if necessary, to regular substitutes.
- 10.9 Special Education Vacancies  
Regular drivers who have expressed an interest prior to 7:00 a.m. on the morning of the day of a special education temporary vacancy shall be offered the vacancy in turn, in the order of most seniority first. Sections 10.4 and 10.5 shall not apply to special education temporary vacancies.
- 10.10 SHUTTLES AND FIELD TRIPS

#### 10.101 SHUTTLE/MERGER SHUTTLE RUNS

A. POSTING:

Except in the case of an emergency, shuttle/merger shuttle runs are to be posted for a period of least five (5) workdays. Each driver who qualifies may sign his/her name for the posted run.

B. ASSIGNMENT:

1. Except in emergencies shuttle/merger shuttle runs will be assigned as outlined in article 10.102 b. of this agreement.
2. Shuttle runs shall not conflict with any portion of a regular run and shall be assigned to the most senior driver signing the posting.
3. Merger shuttle runs: The board will assign the most senior driver and appropriate bus with consideration of operating efficiency. The driver shall be compensated for any time beyond (prior/after) the regular run time at the basic run rate. Operating efficiency is defined as: A merger shuttle run that originates at a particular school and can be assigned to the most senior driver that is there at departure time or return/drop time resulting in the least amount of overtime.

#### 10.102 Field Trips

- a. Posting. Except in cases of emergency, all Field Trips are to be posted for a period of at least five (5) workdays. The posting shall state the approximate time duration of the Field Trip, including tournaments and similar events. Each driver who qualifies and is interested in performing the field trip, with time duration in consideration, may sign his/her name for the particular Field Trip during the posting period. Summer Field Trips: Two (2) weeks to at least one (1) week prior to the end of the school year, a sign-up sheet shall be posted and available for the drivers to sign to show interest in performing field trips.



b. Assignment of Field Trips/Shuttles

Except in cases of emergency, field trips and all shuttles will be assigned twice a week. Assignment days will be Monday and Thursday at two o'clock (2:00) p.m. Field Trips/shuttles for Wednesday, Thursday and Friday will be assigned on Monday. Field trips/shuttles for Saturday, (possible) Sunday, Monday and Tuesday will be assigned on Thursday. Drivers must be present at the time of assignment to accept and be granted a field trip/shuttle. Drivers absent on the assignment day due to illness, routing, or tripping, only, must confirm their availability for field trips to the office by Twelve (12:00) Noon or will be placed ineligible. Drivers present during the assignment period will be paid at the basic hourly rate. Field Trips will be assigned from the longest time duration to the shortest duration. Assignments for field trips during extended school breaks (i.e., Christmas recess, Spring break) will be assigned to the eligible driver(s) the day proceeding the extended break. Assignments for field trip(s) during the summer break shall be assigned per seniority, least number of trip marks and driver availability by the supervisor or designator.

c. General Provisions

- (1) The decision as to which employee shall be granted the Field Trip will be based on the information and data known at the time the posting is removed. Changes after posting has been removed will be conveyed to the employees prior to the Assignment Day, when time allows by reposting or placing a notice by the time clock.
- (2) The field trip will be granted in the order of: first, the employee with the least number of "trip" marks during the school year, secondly, the employee with the most seniority, resulting in the least amount of overtime.

- (3) In determining the hours that a field trip would cause, the Board shall consider the number of hours an employee is scheduled to work that week, minus route hours while performing the field trip.
- (4) The number of field trips each employee has performed during the school year (July 01-June 30<sup>th</sup>) is recorded by "trip marks." An employee will receive a "trip mark" for any field trip. A "trip mark" is accrued after a trip is completed. No "trip mark" will accrue due to the following circumstances: first, a trip resulting in a partial trip, (meaning no driver is available and management transports one end of the trip resulting with the employee performing one end (half) of the trip granted to him/her), secondly, a trip is canceled resulting in less than two (2) hours pay.
- (5) Refusal of a field trip after the assignment has been granted and accepted will result in a "trip mark." The trip is then assigned to the next eligible driver signing the posting.
- (6) No bumping will be exercised between drivers in regards to field trips.
- (7) Trips where the bus does not stay, both ends, must be completed by the same driver and all conflicting routes must be given up.
- (8) Employee on layoff shall be eligible for trips as if actively working.
- (9) If no employee signs the posting for the field trip and no substitute is available, the board may assign the trip to the least senior employee available. Availability in this instance shall be determined by the Board.
- (10) Special education drivers (drivers on runs with one (1) or more wheelchairs) shall be allowed to accept field trips on the same basis as all other drivers.

d. Unscheduled Field Trips:

Unscheduled field trips will be defined as: trips that the transportation office becomes aware of less than three (3) working days prior to the trip. The

supervisor or designator will post these trips. The supervisor or designator will assign the trip per eligibility, seniority and driver availability.

e. Emergency Trips:

Emergency Trips will be defined as: trips which the transportation office first becomes aware of less than one (1) hour prior to the trip. The supervisor or designator will assign the most senior available driver.

10.103 Noon and special need run sublist

At the beginning of the year route selection meeting a sublist for noon and a sublist for special need runs shall be made. Regular drivers having an interest in filling temporary vacancies in these runs should sign the sublists. The lists will be updated throughout the school year. Assignments shall be made in order of seniority. However, during the student school year the sublist will only be utilized for special needs runs when a non-bargaining unit member is unavailable or unwilling to fill the vacancy.

**ARTICLE 11**

**LEAVES OF ABSENCE**

11.1 Definitions

11.11 "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, grandparent-in-law.

11.12 A "day" shall mean the employee's assigned regular runs on a day.

11.13 Pay for a paid leave day shall be computed on the basis of all the regular runs the employee is assigned to on the leave day in question, including those regular runs the employee is performing on a temporary basis that the employee has been performing for the immediately preceding thirty (30) work days. The pay described above shall include the pay for break time, clean-up time, warm-up time, etc., so that the employee receives the same amount of pay as if they had performed the regular runs described above.

11.2 Paid Sick Leave

11.21 Each employee that was employed during the previous school year, shall be granted that number of paid sick leave hours each September 1 that equals eleven (11) multiplied by the number of hours and fourth's (.25) of an hour that the respective employee is regularly scheduled to be paid for on a daily basis. During an employee's first school year of employment, the employee shall earn sick leave at the rate of one and one-tenth (1.1) hour for every eighteen (18) hours of pay (not including hours worked on Field Trips). Employee's that work on a regular assignment during the summer shall earn additional sick leave at the rate of one (1) hour for every eighteen (18) hours of pay earned during the summer. Sick leave shall accumulate to a maximum of one thousand (1000) hours. Deductions from accumulated sick leave shall be for the equal amount of hours and fourths (.25) of an hour that is paid to the respective employee pursuant to Section 11.13.

Employees may not use accumulated sick leave as compensation for the time lost from assigned or potential Field Trips.

A record of accumulated leave will be furnished each employee no later than October 15th of each school year.

11.22 Employees may use available leave time as necessary to recover from a personal disability. The Board, within reason, may require a physician's certificate verifying the disability, as provided below. The use of sick leave days pursuant to this Article is subject to the following rules:

- a. Employees must specify the reason for which they are requesting sick leave time (i.e., personal disability or illness in the immediate family). In case of personal disability, requests should be made as far in advance as possible but in no event later than one hour prior to their scheduled starting time. In case of illness in the immediate family, requests must be made, except in emergency situations, twenty-four hours prior to the commencement of the leave.
- b. Both parties recognize that the practice of abuse of sick leave days is a practice to be avoided. Abuse of sick leave days is cause for discipline up to and including discharge.
- c. The Board may require an employee to submit a report of a physical or psychological examination by a physician selected by the Board. When the Board requires such a report, any expense to the employee beyond costs covered by the employees insurance shall be paid by the Board, if any.
- d. If an employee is absent three or more consecutive days the employee may be required to supply a physician's statement verifying his/her ability to return to work. If an employee is absent immediately prior to and/or following a holiday or vacation he/she may be required to supply a physician's statement verifying his/her illness. This statement will be supplied at the employee's expense.

11.23 A maximum of five (5) paid sick leave days per school year may be used for illness in the immediate family.

11.24 Upon retirement, all accumulated paid sick leave hours shall be paid to the employee at the rate of six dollars (\$6.00) per hour up to a maximum of five hundred (500) hours.

11.25 When an employee is on sick leave and receiving Worker's Compensation for lost wages, the Board shall pay the employee the difference between the Worker's compensation amount and the paid sick leave day amount and shall make a pro-rata deduction in the employee's number of accumulated paid sick leave days.

### 11.3 Funeral Leave

Each employee shall be allowed up to three (3) consecutive work days per school year with pay for each death in the immediate family, the use of which must commence within three (3) work days or five (5) calendar days of the date of the death, whichever is sooner.

### 11.4 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, the employee will be compensated the difference between normally earned daily wages and the jury or witness fee.

### 11.5 Leaves of Absence Without Pay.

#### 11.51 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.

- a. Purpose of Leave - Unpaid leave may be granted for any of the following reasons:
  - i. To care for the employee's child after birth or placement for adoption or foster care;
  - ii. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
  - iii. For a serious health condition that makes the employee unable to perform the employee's job.
  
- b. 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.
  
- c. Benefits
  1. Health Coverage. For the duration of the leave required under this policy, not to exceed twelve (12) weeks, the Board 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.
2. 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 as otherwise provided in this agreement or 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.
  3. 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 11, Section 11.2 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.
- d. 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.



11.52 Other Unpaid Leaves.

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

1. Child Care Leave
2. Illness - Physical or Mental (may require verification)
3. Prolonged illness in the immediate family (may require verification)
4. Other reasons if approved by the Superintendent.

All such leaves shall be granted for up to one (1) 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 Assignment.

11.53 General

Unpaid leaves of absence in excess of five (5) scheduled work days (other than Family and Medical Leaves) shall be without paid fringe benefits, except that disabled employees on an unpaid leave shall continue to receive paid fringe benefits for at least three (3) months 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.

11.6 Personal Leave Day

One (1) day with pay (as defined in Section 11.13) (two (2) days for employees with ten (10) or more years seniority) per school year to be deducted from his/her paid sick leave accumulation shall be granted to each employee for personal business which cannot be conducted outside the employee's normal working hours. Personal leave days will not be taken for recreational purposes nor may they be taken immediately preceding or following a paid holiday or school vacation period.

## ARTICLE 12

### HOLIDAYS

12.1 All employees shall receive the following days off work with pay:

LABOR DAY (When first student attendance day occurs before Labor Day retroactive to 1998-99 School year. No holiday pay when 1<sup>st</sup> attendance day is after Labor Day.

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Year's Day

Martin Luther King Jr.'s Birthday (3rd Monday in January)

Memorial Day

12.2 Holiday pay shall be determined as provided in Section 11.13.

12.3 Should any day in 12.1 above fall on a Saturday, Friday shall be considered as the holiday. Should any day in 12.1 fall on a Sunday, Monday shall be considered as the holiday.

12.4 An employee must work the last scheduled day preceding the "holiday" and the first scheduled day following the "holiday" in order to be eligible for holiday pay unless the employee is on a paid leave day provided by Article 11, or on a paid vacation day, or unless otherwise excused by the Superintendent.

12.5 Should school be in session on any day in 12.1 above, the employees shall work and be paid at their regular rate of pay in addition to their holiday pay.

## ARTICLE 13

### WORKING CONDITIONS

#### 13.1 Probationary Period

New employees hired into the bargaining unit shall be considered on probation until they have worked thirty (30) work days. 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.

#### 13.2 Health Exam, TB Test & Drug Alcohol Testing

The Board shall pay the cost of any annual physical examination, TB testing and drug and alcohol testing required of all regular drivers of school buses by the District or Michigan Statutes Annotated, Paragraph 9.2016(1). An employee may elect a physician of their choice for the annual physical examination and shall be reimbursed by the district. The reimbursement shall be limited to the highest amount paid by the district to any physician of the district's choice. An employee that terminates his/her employment before January 1 of the school year shall have the cost of the health examination deducted from his/her final pay.

#### 13.3 License/Fees

For each employee the Board shall reimburse the cost of the State Certification fees and all required endorsements to the driver's license to a maximum of one hundred dollars (\$100) for each driver with more than four (4) years seniority.

#### 13.4 The Board shall continue to provide the drivers lounge and restroom facilities in the Bus Garage. During work hours, employees shall have access to and shall have the right to utilize restroom facilities.

13.5 New employees shall be given an employee handbook with a written list of instructions including all current rules and regulations.

13.6 Field Trips

The driver assumes the responsibility for the safe care of the vehicle at all times other than when parked at the garage, including waiting time on field trips, etc.

13.7 The Administration will make an effort to notify the appropriate bus driver when a student is suspended, when the student is no longer suspended and in the event a student moves. Whenever bus drivers have a question regarding the eligibility of a student to ride the bus he/she should contact the appropriate building administration for verification.

13.8 Employees required to attend instructional classes, including CPR classes, shall be paid for the time at the basic hourly rate.

**ARTICLE 14**

**WAGES**

14.1	<b><u>Hourly Rates (2.75%)</u></b>	<b><u>July 1, 1998</u></b> <b>Fully Retroactive</b>
	Basic hourly rate (regular runs, vocational runs, shuttle runs, etc)	\$13.62
	Field Trips and waiting time on field trips	\$13.08
	Runs with one (1) or more wheelchairs	\$14.17
	Field Trips with one (1) or more wheelchairs	\$13.60

**July 1, 1999**

Hourly rate increase shall be no less than 2.0% and no greater than 4.0% based on the percent of change in Fruitport Community Schools' State per pupil foundation grant increase from the 1998-1999 to the 1999-2000 school year.

	<b><u>Hourly Rates (4.0%)</u></b>	<b><u>July 1, 1999</u></b>
	Basic hourly rate (regular runs, vocational runs, shuttle runs, etc)	\$ 14.16
	Field Trips and waiting time on field trips	\$ 13.60

**July 1, 2000**

Hourly rate increase shall be no less than 2.5% and no greater than 3.5% based on the percent of change in Fruitport Community Schools' State per pupil foundation grant increase from the 1999-2000 to the 2000-2001 school year.

**July 1, 2001**

Hourly rate increase shall be no less than 2.5% and no greater than 3.5% based on the percent of change in Fruitport Community Schools' State per pupil foundation grant increase from the 2000-2001 to the 2001-2002 school year.

14.2 There shall be an allowance of at least ten (10) minutes prior to dismissal time to arrive at Edgewood, the Middle School and the High School and at least twenty (20) minutes prior to dismissal time to arrive at Beach or Shettler schools. Trips, runs and routes that occur in the a.m. and trips on non-student-attendance days shall be allotted at least fifteen (15) minutes for warm-up/gas-up, plus at least ten (10) minutes to drive from the bus compound to the pick-up point plus at least five (5) minutes to load the passengers and depart.

14.3 Minimum run time

No employee shall be called in for less than one (1) hour. On all scheduled routes there shall be a one (1) hour guarantee. It being understood that the employees shall remain on the job until their time equals one (1) hour. All driving time spent exceeding one (1) hour shall be paid at the applicable rate. On all scheduled assignments there shall be a minimum of two and one-half (2 1/2) hours pay per day.

14.4 Overtime

All hours worked on Sundays and Holidays (as defined in this Agreement) shall be paid at double (2 times) the applicable rate provided in 14.1 above. All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1 1/2) times the applicable rate provided in 14.1 above. The word "week" shall mean the seven calendar day period from Monday through the following Sunday. Drivers may agree as in the past not to work in excess of forty (40) hours per week until all drivers have met the forty (40) hour limitation. In computing hours in order to determine the number of hours in excess

of forty (40) hours per week, all time for which an employee is paid shall be included (paid leave, Holiday pay, break time, etc.).

14.5 Drivers shall perform a fifteen (15) minute pre-check inspection of their bus prior to their A.M. assignment. Engines shall be warmed up during the pre-check period.

14.6 Drivers shall be granted and paid for fifteen (15) minutes clean up time provided they perform the clean up function. All buses shall be cleaned as directed by the Transportation Supervisor or his/her designee. Clean up time in excess of fifteen (15) minutes must be authorized by the Transportation Supervisor or his/her designee.

14.7 One-half (1/2) hour will be paid at the basic hourly rate for washing a bus when directed by the Transportation Supervisor or his/her designee.

14.8 All bus drivers that are on duty for three (3) hours or more per day shall receive a paid fifteen (15) minute coffee break after punch-out time.

14.9 Bus Driver's Duties.

The duties of a bus driver shall include, but not be limited to driving, sweeping the interior of the bus, wiping seats, cleaning rear windows, windshield and other windows in the driver's compartment, cleaning rear view mirrors, filling gas tank and completing related records, preparing maps, safety reports and other data which may be requested from time to time.

Maps and registration shall be paid at the basic hourly rate at the time rate of 2 hours per route.

Maps, student names, and mileage (Route Reports) must be turned in to the Bus Supervisor within thirty (30) days of the start of school.

14.10 Instruction

Required instruction for employees shall be paid at the basic hourly rate.

14.11 Meetings

Meetings called by the employer for school business shall be paid at the basic hourly rate.

The meetings at the beginning of the school year, including orientation days, called to determine run assignments shall be mandatory and shall be paid at the basic hourly rate.

It is understood that physicals and behind the wheel road tests for drivers licenses and State Certification are not "meetings called by the employer".

14.12 Field Trips

All the clock hours spent on a Field Trip, including all those that are overnight in excess of eight (8) hours, shall be paid at the rate provided in Section 14.1 above. Employees on out of town Field Trips shall be reimbursed for reasonable meal and lodging expenses. If a Field Trip is cancelled within one (1) hour before the Field Trip is to depart, the driver(s) shall be paid for two (2) hours at the straight time Field Trip rate.

14.13 Vocational Runs

Drivers of vocational runs, special education runs and PPI runs shall be paid for runs at the scheduled amount if the runs are temporarily (i.e., five (5) work days or less) shortened or cancelled as a result of the students using other transportation or being absent.

14.14 Longevity Pay

Upon accrual	of	10	years	of	seniority:			\$100/year
"	"	"	15	"	"	"	:	\$250/year
"	"	"	20	"	"	"	:	\$300/year
"	"	"	25	"	"	"	:	\$350/year
"	"	"	30	"	"	"	:	\$400/year



Upon termination of employment for other than cause, the employee shall be paid a pro-rata amount of the annual longevity pay amount above based on the number of student attendance days between the employees date of termination and the employees immediately preceding anniversary date, divided by 181.

14.15 INCLEMENT WEATHER

In the event that one or more of a driver's regular runs are cancelled as a result of a scheduled student attendance day being cancelled due to inclement weather or other physical conditions, the driver shall suffer no loss of pay for the first three (3) such days during the school year.

**ARTICLE 15**

FRINGE BENEFITS

The Board shall furnish to all employees the following insurance protection.

- 15.1 Effective July 1, 1998 to June 30, 1999, the Board shall provide without cost to the employee MESSA's Super Med 1 protection for each employee, his/her spouse and his/her dependents defined eligible by MESSA, including sponsored dependents. Beginning July 1, 1999, the Board shall provide without cost to the employee MESSA's Super Care I protection for each employee, his/her spouse and his/her dependents defined eligible by MESSA, including dependents. Effective July 1, 1999, for those individuals elected to be covered by each employee, in lieu of Super Care 1 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, including sponsored dependents. Employees not electing health insurance coverage may apply up to the amount of the 1998 Super Med 1 single subscriber premium, or the Super Care I single subscriber premium, whichever is greater, toward the MESSA optional coverage

and/or a tax-deferred annuity plan. The plans shall be limited to the following companies: MEFSA, Valek, Washington National, 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 twenty-three (23) hours per week but at least twelve (12) hours per week, and provided the employee is not assigned a secondary and an elementary run, the cost to the Board shall be limited to no more than the Super Med 1 single subscriber premium rate, or the Super Care I single subscriber premium, whichever is greater. No premium subsidy shall be available to employees regularly scheduled to work less than twelve (12) hours per week. Employees that become eligible for a premium subsidy or an increased premium subsidy as a result of a temporary assignment shall be reimbursed the premium subsidy amount based on 1/15th of the appropriate premium amount for each paid work day (ie. 15 work days for one months premium).

15.2 The Board shall reimburse employees for all Super Care I deductibles.

15.3 The annual open enrollment period shall be the month of September.

15.4 Dental Insurance

Effective September 1, 1985 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. The corresponding Adult Ortho Rider shall be added effective November 1, 1989. Employees regularly scheduled to work less than twenty-three (23) hours per week but at least twelve (12) hours per week and provided the employee is not assigned a secondary and an elementary run shall receive self only coverage. Employees regularly scheduled to work less than twelve (12) hours per week shall not be eligible for any Dental coverage.

15.5 Vision Insurance

Effective November 1, 1986 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. Employees regularly scheduled to work less than twenty-three (23) hours per week but at least twelve (12) hours per week and provided the employee is not assigned a secondary and an elementary run shall receive self only coverage. Employees regularly scheduled to work less than twelve (12) hours per week shall not be eligible for any Vision coverage.

15.6 Life Insurance

Effective October 1, 1995, the Board shall provide to each employee, without cost to the employee, MESSA Term Life Insurance that will be paid to the employees' designated beneficiary in the amount of \$18,000 plus AD & D for employees regularly scheduled to work twenty-three (23) or more hours per week; and in the amount of \$12,000 plus AD & D for employees regularly scheduled to work less than twenty-three (23) hours per week but at least twelve (12) hours per week. Employees regularly scheduled to work less than twelve (12) hours per week shall not be eligible for any coverage.

15.7 Long Term Disability Insurance

Effective July 1, 1999, 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 \$1,800.00, 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.

15.8 New employees to the bargaining unit shall be eligible for the above insurance beginning with his/her first workday. Employees returning from an unpaid leave of absence or

from layoff shall be eligible for the above insurance beginning with his/her first work day upon return. If he/she has insurance in effect upon return, the Board will reimburse the employee for that portion of the applicable premium for the month the employee returns to work based on 1/15th of the monthly premium for each day worked in the month of return. In the event an employee is indefinitely laid off or resigns during the school year, the above insurance shall be continued thru the month following the month in which their layoff or resignation 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.

- 15.1 Change in family status will be allowed according to the regulation of the insurance carrier.
  
- 15.10 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 a employee to fill out the necessary insurance forms, required by the carrier or to meet the carriers insurability standards shall not be the responsibility of the employer.
  
- 15.11 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 of the Board nor shall such failure be considered a breach of any obligation by the Board.
  
- 15.12 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.

ARTICLE 16

DURATION AND TERMINATION

- 16.1 This Agreement is effective July 1, 1998, and shall continue until midnight, June 30, 2002, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
- 16.2 Commencing no later than April, 2002 the parties shall meet and arrange for negotiations of the next collective bargaining agreement.
- 16.3 IN WITNESS WHEREOF, the parties hereto have executed this agreement:

FRUITPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

FRUITPORT BUS DRIVERS  
ASSOCIATION, MESPA

By Betty Kinney  
President

By Ellen M. Gutierrez  
President

By Sally J. Fri  
Secretary

By Cheryl Butler  
Steward

By Edward B. [unclear]  
Treasurer

By Shirley A. King  
Bargaining Committee

By Donald L. Wood  
Trustee

By Chelly Brown  
Bargaining Committee

By [unclear]  
Trustee

By Gloria Steverwald  
Bargaining Committee

By Michael McNeill Sr.  
Trustee

By Robin M. Vels  
Bargaining Committee

By \_\_\_\_\_  
Trustee

By Mark Halpel  
Executive Director

By Dorene Slate  
Bargaining Committee

APPENDIX A

The Fruitport Board of Education and the Fruitport Bus Drivers Association recognize the possibility of unforeseen circumstances surrounding the implementation of Article 10, Assignments. Representatives of the Fruitport Community Schools Board of Education and the Fruitport Bus Drivers Association shall meet before October 31, 1999 for the purpose of reviewing and making any mutually agreeable changes to Article 10, Assignments.

