

APPROVED BY BOARD 10/11/10

CHEBOYGAN AREA SCHOOL DISTRICT
CHEBOYGAN, MICHIGAN

2010-2013

A G R E E M E N T

Between The

CHEBOYGAN AREA SCHOOL DISTRICT
AND
CHEBOYGAN MECHANICS ASSOCIATION PERSONNEL

September, 2010

Replaces Agreement Dated June, 2007

CHEBOYGAN MECHANICS ASSOCIATION AGREEMENT

I RECOGNITION

The Cheboygan Mechanics Association shall be and is hereby recognized as the sole and exclusive bargaining agency for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for the employees of the employer as defined in this paragraph. The term employees, as used in this Agreement, shall mean all bus mechanics, with the exception of supervisors.

II RESERVATION OF BOARD RIGHTS

The Board hereby retains and reserves unto itself, without limitation, and without prior negotiations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, including and without limiting the generality of the foregoing, the rights to hire, promote, evaluate, assign, transfer, discipline, discharge, establish and eliminate any position of the Mechanics, determine the duties and responsibilities of the Mechanics, and the adoption of rules and regulations governing the conduct of the Mechanics. The exercise of rights, powers and authority hereby reserved shall be limited only by the specific and express provisions of this Agreement.

III GRIEVANCE PROCEDURE

A grievance shall be defined as an express violation of the Master Agreement in existence between this bargaining unit and the Board of Education.

A. Preliminary Procedure:

A grievance may not be submitted until after a meeting has been held between the person filing the grievance and his supervisor to discuss the matter.

B. Step I:

Grievances shall be submitted in writing and must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The supervisor receiving the grievance shall respond, in writing, within five (5) working days after receiving the grievance.

C. Step II:

The grievance must be received by the superintendent not later than ten (10) working days after submission of the grievance to the employee's supervisor.

The Superintendent shall respond to the grievance within five (5) working days after receiving it. He may respond in one of two ways.

1. The Superintendent may schedule a meeting with all of the parties involved. The meeting shall be scheduled within ten (10) days of his/her receipt of the grievance and he/she shall issue a final disposition, in writing, within five (5) days of the meeting.
2. As an alternative to the above, the Superintendent may schedule the grievance to be heard by the Board of Education at the next regularly scheduled meeting. In this case, the Board of Education shall cause their final disposition of the case to be issued, in writing, within five (5) working days after the meeting.

If the Superintendent does not schedule a meeting and notify the grievant of such a meeting within five (5) days of having received the grievance, the grievance will automatically be heard at the next regularly scheduled meeting of the Board of Education.

IV PROBATION PERIOD

New employees shall be on probation for a minimum of ninety (90) working days. During this period, the employee may be released from employment for any reason and without recourse to any provisions of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire.

V LEAVES

- A. The Board of Education agrees to grant twelve (12) days leave each year for illness. Four (4) of these days may be used for Personal Business Days and must be approved, in advance, by the supervisor. These Personal Business Days are not accumulative. Two (2) of the days may be used any time during the school year. Two (2) days may be used during a day when students are not present, preferably summer or during vacation breaks during the school year. If any of the personal days are not used, they will revert back to unused paid sick leave.
- B. Personal business days shall specifically not be used for the following purposes:
 1. Picketing or demonstrating of any sort.
 2. Any absence on the first or last days of any student school year.
 3. Any absence on any one (1) or more days immediately prior to or

following a holiday, school break or school vacation.

- C. It is recognized that there may be unusual circumstances which would justify the use of a personal business day(s) on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions on a very limited basis.
- D. One (1) unused personal business day may be carried to the following school year. The maximum number of personal business days shall never exceed five (5) days.
- E. All leave days will be deducted from the accumulated sick leave of the employee.
- F. Sick leave policy to include accumulation up to one-hundred fifty (150) days.
- G. An employee planning to use a personal leave day or days shall request, in writing, permission from his/her supervisor at least one (1) week in advance except in case of emergency. The purpose of a personal day is to take care of important matters which cannot reasonably be scheduled outside of the normal work day.
- H. Each employee will be allowed up to three (3) days for bereavement leave. Such bereavement shall be used in connection with the death of a member of the employee's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law. This applies to all "step" relations, i.e. stepmother, stepchild, etc. These will not be deducted from sick leave days.

Additional bereavement days beyond three (3) may be granted by the Superintendent in extraordinary circumstances, but will be deducted from the employee's paid sick leave days.

VI HOURS OF WORK

- A. The normal work week for the employees covered by this Agreement shall consist of forty (40) hours.
- B. Temporary deviations from the normal work schedule shall be approved by mutual agreement between the superintendent and the mechanic association representative.
- C. Lunch periods shall be one (1) hour, unpaid, in duration.
- D. The head mechanic shall have the right to assign the mechanic's work shift with mutual agreement of the administration. The picking of the scheduled work shift shall be for a minimum of one (1) school year in length unless it is mutually agreed to change work shifts between the mechanic association representative and the Transportation Director.

VII FRINGE BENEFITS

A. Health Insurance

Beginning on January 1, 2011, the Board and employee agree to a Health Savings Account (HSA) Insurance plan that provides \$1,250.00 for single and \$2,500 for two (2) or more family members for use in paying the co-pays for prescription and medical co-pays.

It is understood that either party to this contract may ask to review and/or renegotiate the health insurance plan and salary due to dissatisfaction with the high deductible policy and/or lack of savings to the school district.

It shall be agreed that the school district's financial obligation shall not exceed the current 2010-2011 school year rate; \$549.01 single, \$1,317.63 two (2) person, \$1,646.98 family. Any rate increase above the stated rates shall be split 50/50 until a new contract is reached.

Each employee is eligible to have a bi-annual physical examination paid for by the insurance policy.

A full-time employee may elect to receive, in lieu of payments towards the cost of health insurance coverage, a monthly cash payment in the amount of three-hundred seventy five dollars (\$375.00).

B. Dental Insurance.

These employees shall receive, fully paid by the Board, a dental insurance plan substantially equivalent to the present SET plan.

C. Vision Insurance.

These employees shall receive, fully paid by the Board, a vision plan substantially equivalent to the current SET plan.

D. Long Term Disability Insurance.

The Board of Education will pay 100% of the premium for a long term disability insurance program. The plan shall be the same as in the district administrator's contract in effect for the duration of this contract.

E. Life Insurance.

The Board of Education agrees to provide a Life Insurance in the amount of \$20,000.00 to all full-time employees.

F. In order to be eligible for Hospitalization Insurance, Dental Insurance, Optical Insurance, Life Insurance and Long Term Disability Insurance an employee must regularly scheduled work six (6) hours, or more, daily must be regularly scheduled to work six (6) hours or more daily.

VIII
VACATION ALLOWANCE

A. Mechanics will receive vacation allowances on the following basis:

<u>Years of Service</u>	<u>Vacation Allowance</u>
After 1 full year through 3 years	five days
After 3 through 7 years	eleven days
After 7 years	seventeen days

Employees can use earned vacations up through July 31st of the current year. Any earned vacation that is not used by the end of the work day on July 31 of current year of current year will revert to accumulated paid sick leave.

IX
LAYOFF AND RECALL

A. Layoff of employees working under this agreement will be by:

- 1) Certification and qualifications within their category
- 2) Seniority

B. Recall of persons under this contract will be:

- 1) Certification and qualifications within their category
- 2) Seniority

C. Recall rights will last for the equivalent years of employment as a mechanic employee at the Cheboygan Area Schools, or a maximum of five (5) years, whichever occurs first. After the recall years have been exhausted, the employee will lose all rights towards any further employment as a mechanic employee with the Cheboygan Area Schools.

X
VACANCIES

Vacancies will be posted for ten (10) business days internally and externally simultaneously. No vacancy shall be filled until the ten (10) business days period have expired except on a temporary basis as needed.

XI
COMPENSATION

A. Hourly Wage Schedule:

Employees who drive bus on a daily basis of 1½ hours or more will receive a stipend of \$1,300.00. Those employees who drive bus on a daily basis shall receive one half (½) of the bus driver stipend in the first pay period in January and the second half in the last check in June of the current school year.

Head Mechanic:

<u>Exp Step</u>	<u>2008-2009</u>	<u>2010-2011</u> 1.5%	<u>2011-2012</u> 1.5%	<u>2012-2013</u> 2.0%
0	38,026	38,596	39,175	39,959
1	38,556	39,134	39,721	40,516
2	39,618	40,212	40,815	41,632
3	40,148	40,750	41,361	42,189
4	40,679	41,289	41,909	42,747
5	41,257	41,876	42,504	43,354

No overtime will be paid in the head mechanic position.

Mechanic:

<u>Exp Step</u>	<u>2008-2009</u>	<u>2010-2011</u> 1.5%	<u>2011-2012</u> 1.5%	<u>2012-2013</u> 2.0%
0	13.92	14.13	14.34	14.63
1	14.64	14.86	15.08	15.38
2	15.03	15.26	15.49	15.80
3	15.42	15.65	15.89	16.21
4	15.83	16.07	16.31	16.64
5	16.40	16.65	16.90	17.24

B. Employees with ten (10) years of service, as of October 1, shall receive an additional \$525 per year longevity pay. This longevity payment shall be paid in one (1) lump sum in the last payroll check received in June of each school year.

XII
MISCELLANEOUS

1. The School District will provide up to \$180.00 annually, toward the cost of one pair of safety shoes.
2. Each mechanic and head mechanic shall be provided: with thirteen (13) pairs of clean shirts and pants upon being employed, where upon the district will provide for the laundry of said shirts and pants on a weekly basis along with one (1) set of carhart type of pant and coat every two (2) years.
3. The following are unpaid holidays and non-work days:

	<u>Total Days</u>
Fourth of July, plus one(1) day (before or after)	2
Labor Day, plus the preceding Friday	2
Thanksgiving Day, plus the following Friday	2
Christmas Day, plus day before and day after	3
New Year's Day, plus day before and day after	3
Good Friday	1
Memorial Day	1

4. In event of a major snowstorm or other weather hazard, it is at the discretion of the transportation supervisor to send people home or not have them come in without financial penalty.
5. Those employees with ten (10) or more years of service who retire from the Cheboygan Area Schools for the purpose of retirement (MPERS) shall receive a one-time payment of forty dollars (\$40.00) per day for any accumulated sick days up to a maximum of one- hundred fifty (150) days. Employees who work less than full-time (six (6) hours per day) shall receive a prorated dollar amount per day (i.e. three (3) hours a day receive \$15.00 (fifteen dollars) a day for the first one-hundred (100) accumulated sick days and twenty dollars (\$20.00) a day for accumulated sick days over one-hundred (110).
6. As a member of the snow removal crew, excluding the head mechanic, the employee will receive two (2) hours overtime for days they are called in before 5:00 a.m. and ends after eight (8) hours. On days where it is required that they work beyond their eight (8) hours, thus accumulating overtime, there will be no two (2) hour compensation.
7. Each mechanic will receive 100% reimbursement each year for the purchase of safety glasses from an approved vendor. A receipt must be provided.
8. The attached "Consent Form for Drug Screening" will be completed by each bargaining unit member.

The Board may require that a bargaining unit member have an immediate blood alcohol test or other substance abuse test by a physician chosen by the Board at its expense if there is reasonable suspicion. The results would be given to the Board administrator and the employee.

XIII
CLOSURE

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and under that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Cheboygan Mechanics Association Personnel, for the life of this Agreement each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect, furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of the Agreement and govern the relation of the parties hereunder.

XIV
DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2010 and shall continue in effect until the 30th day of June, 2013.

Mechanics Association

Board of Education

Jim Stachon
Mechanic Representative

President

Matthew Redmond
Mechanic Representative

Secretary

Superintendent