

CHEBOYGAN AREA SCHOOL DISTRICT  
CHEBOYGAN, MICHIGAN

A G R E E M E N T

Between The

CHEBOYGAN AREA SCHOOL DISTRICT  
AND

**MECHANICS PERSONNEL**

**July 1, 2013 – June 30, 2016**

# **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 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. **One (1) unused personal business day may be carried over to the following school year. The maximum number of personal business days shall never exceed five (5) days. If any remaining personal business days are left unused, they will revert back to unused sick days.**
- 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 seventy (170) 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

**The Board shall provide health insurance to each qualifying employee with Board contributions per State law “hard cap”. Any remaining premium costs shall be paid by the employee through payroll deduction. Health insurance will be reviewed annually by the Union and the Board without opening any other areas of this contract. The plan agreed upon by the Union and the Board will remain in effect for the medical billing year. If the insurance premiums fall below the State “hard cap”, the Board will provide to the employee the difference of the cap and the insurance premium.**

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 Life Insurance in the amount of **\$50,000** 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	5 days
After 3 through 7 years	11 days
After 7 years	17 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<sup>st</sup> 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 **\$1,500**. Those employees shall receive one-half of the stipend the first pay period in January and one-half in the last check in June of the current year.

## HEAD MECHANIC

<u>EXP</u>	<u>BASE</u>	<u>1.5%</u> <u>2013-2014</u>	<u>1.5%</u> <u>2014-2015</u>	<u>1.5% WAGE FREEZE</u> <u>2015-2016</u>
0	\$39,959	\$40,558	\$41,167	\$41,784
1	\$40,516	\$41,124	\$41,741	\$42,367
2	\$41,632	\$42,256	\$42,890	\$43,534
3	\$42,189	\$42,822	\$43,464	\$44,116
4	\$42,747	\$43,388	\$44,039	\$44,700
5	\$43,354	\$44,004	\$44,664	\$45,334

No overtime will be paid in the head mechanic position.

## MECHANICS

<u>EXP</u>	<u>BASE</u>	<u>1.5%</u> <u>2013-2014</u>	<u>1.5%</u> <u>2014-2015</u>	<u>1.5% WAGE FREEZE</u> <u>2015-2016</u>
0	\$14.63	\$14.85	\$15.07	\$15.30
1	\$15.38	\$15.61	\$15.84	\$16.08
2	\$15.80	\$16.04	\$16.28	\$16.52
3	\$16.21	\$16.45	\$16.70	\$16.95
4	\$16.64	\$16.89	\$17.14	\$17.40
5	\$17.24	\$17.50	\$17.76	\$18.03

- B. **LONGEVITY:** Mechanics will receive a longevity payment of \$625 each year after their tenth year. This longevity payment shall be paid in one lump sum in the first 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 (MPSERS) 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 **seventy (170)** 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. **An employee, excluding the head mechanic, will receive two hours overtime for days they are called in before 5:00am and which end after eight hours.** On days where it is required that they work beyond their eight hours, thus accumulating overtime, there will be no two-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, 2013 and shall continue in effect until the 30th day of June, 2016.

Mechanics Association

Board of Education

\_\_\_\_\_  
Jim Stachon, Head Mechanic

\_\_\_\_\_  
Keith Moore, President

\_\_\_\_\_  
Matthew Redmond, Mechanic

\_\_\_\_\_  
Roger Cronk, Secretary

\_\_\_\_\_  
Brian Rettell, Mechanic

\_\_\_\_\_  
Mark Dombroski, Superintendent

CHEBOYGAN AREA SCHOOLS  
CONSENT FORM FOR DRUG SCREENING

I understand that I may be required by the Cheboygan Area Schools to undergo a physical examination by a physician which will include drug testing. I hereby consent for the Cheboygan Area Schools to collect urine specimens from me and to conduct other necessary medical tests to determine the presence of drugs in my body and any use of drugs by me. Further, I give my consent for the release of the test results and other relevant medical information to authorized agents of the Cheboygan Area Schools administration for review and evaluation. I understand that the results will be considered in the decision about whether I will continue employment. I agree to submit to and cooperate in this testing. If I refuse to take the test, I understand and agree that I will be dismissed.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Full Name – Please Print)

\_\_\_\_\_  
Signature of Employee

Witness:

\_\_\_\_\_  
Signature of Witness