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**MASTER AGREEMENT  
BETWEEN  
CARO COMMUNITY SCHOOLS  
AND  
CARO MECHANICS  
July 1, 2010 thru June 30, 2011**

This Agreement entered into this 1st day of July, 2010 by and between the Board of Education of Caro Community Schools, Caro, Michigan, and the Caro Mechanics.

**ARTICLE 1  
RECOGNITION**

The Caro Board of Education recognizes the Caro Mechanics Association as the bargaining representative for all full time mechanics for the purpose of setting forth wages, hours, and working conditions.

**ARTICLE 2  
MECHANIC RIGHTS - BOARD RIGHTS**

- A. It is recognized that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law.
- B. The Board agrees to furnish to the Association, information which is pertinent to collective bargaining. The information required must be specified in writing and must give the purpose for which it is intended. Original records are to be examined only at the office of the Superintendent. The Association agrees to reimburse the Board for extra expense incurred in furnishing information or making records available.
- C. Any changes in this contract after being jointly signed by the Board and the Association shall be made through mutual agreement between both parties.
- D. Any employee may review his personnel file upon request in the presence of an administrator. Employees will be notified of any adverse materials entered into his personnel file.

**ARTICLE 3  
MECHANICS BEHAVIOR**

- A. Mechanics shall comply with the rules and regulations adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Employees recognize that abuses of leave time or other leaves, chronic tardiness or absence, willful deficiencies in performance or other violations of discipline by a mechanic reflect adversely upon the mechanic profession and create undesirable conditions in the school. Frequent absences from work, or tardiness in reporting for work, will be considered cause for disciplinary action, up to and including dismissal. Alleged breaches of discipline or of ethics shall be promptly reported to the offending mechanic.
- C. During the term of this Agreement, the Board will continue in effect, its present insurance liability coverage for mechanics.

**ARTICLE 4  
NEGOTIATION PROCEDURES**

- A. This Agreement is made with entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. Beginning no later than March 1 of the calendar year in which this Agreement expires, the Caro Mechanics and the Board agree to negotiate over a successor Agreement. Any Agreement so negotiated shall apply to all mechanics and shall be reduced to writing and signed by the Board and the Caro Mechanics.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the mechanics. The parties mutually pledge that representatives elected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to ultimate ratification.
- D. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated and initialed by the chairman of each party.
- E. Each party shall have a spokesman present for each meeting.

- F. Each party may keep its own minutes of the negotiation proceedings.
- G. Either party may caucus at any time.
- H. The parties to this Agreement will notify each other, in writing, of names of those who have the authority to negotiate for them when that is appropriate.

**ARTICLE 5  
GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services of or failure to re-employ any probationary employee.
- B. Any matter involving evaluation;
- C. Any matter for which there is recourse under State or Federal Statutes.

The Mechanics shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the Transportation Director to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

The term "days" as used herein, shall mean days in which school is in session.

Written grievances, as required herein, shall contain the following:

- A. It shall be signed by the grievant or grievants;
- B. It shall be specific;
- C. It shall contain a synopsis of the facts giving rise to the alleged violation.
- D. It shall cite the section or subsections of this contract alleged to have been violated;
- E. It shall contain the date of the alleged violation;
- F. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Level One - An employee alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, orally discuss the grievance with the Transportation Director in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the Mechanic shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or his designated agent, shall render his decision in writing, transmitting a copy of the same to the grievant, the Transportation Director and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Mechanic, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the officer in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the employee or the Mechanic representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Mechanic, shall final determination of the grievance be made by the Board more than one month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Transportation Director and the grievant.

## **ARTICLE 6 MATTER CONTRARY TO AGREEMENT**

- A. This Agreement shall supersede any rules, regulation or practices of the Board which shall be contrary to or inconsistent with its terms. Their provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting mechanics.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all mechanics now employed or hereafter employed by the Board.

**ARTICLE 7  
RETIREMENT**

- A. Upon retirement of an employee under the provisions of the Michigan Public School Employees Retirement System, or at the compulsory retirement age, the Board shall pay \$45.00 per day for accumulated leave time to all employees with 10 years of service or more in the Caro system. Maximum payment under the terms of this section shall be \$3000.00.
- B. All benefits occurring under the provisions of this section shall be paid to the mechanic's wife, children or estate if death should occur prior to retirement.

**ARTICLE 8  
VACANCIES AND PROMOTIONS**

- A. During the school year, notices of all vacancies and newly created positions within this bargaining unit, shall be prominently posted in Departmental offices and at the Bus Garage for not less than 10 days prior to the closing date for filing applications as soon as vacancy or new position is determined to exist. No position shall be filled except in case of emergency and on a temporary basis until such vacancy shall have been posted for at least 10 days. Notices of such vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open and instructions for filing applications.
- B. When filling supervisory position vacancies, the Board shall consider the qualifications, background, attainments and other relevant factors including service in the school district, of all applicants from within the school district as well as applicants from outside the school district.
- C. Both parties recognize that while the Board will continue to adhere to its policy of promotions from within its own mechanical staff, the filling of vacancies of a promotional or supervisory nature is a prerogative of the Board and the decision of the Board will be final.
- D. Any mechanic who shall be transferred to a supervisory or executive position and shall later return to a mechanic status, shall be entitled to retain such rights as he may have had under this Agreement, prior to such transfer to supervisory or executive status.
- E. While the right of determination to assign or transfer a mechanic is vested in the Board, it will not assign or transfer a mechanic without prior discussion with said mechanic and wherever possible, this transfer will be voluntary.

**ARTICLE 9  
DUTIES AND COMPENSATION**

A. The salaries of mechanics covered by this Agreement are set forth in Schedule

Work Schedule:

1. During a work day, they shall receive one-half hour off for lunch and one 15 minute break for every four hours worked.
2. A work year shall constitute twelve (12) calendar months.
3. Time and hour schedules shall be set by the Superintendent of Schools, or their designee, upon recommendation of the Transportation Director. Mechanics will be assigned to overtime schedules on a rotating basis. A mechanic may apply for overtime service out of his rotation if he chooses to do so. Overtime may be voluntary, or mandatory, as necessary to cover assignments.
4. Time and one-half shall be paid for all work over 40 hours in one week. All overtime shall be calculated upon the mechanics base salary only. Comp time may be substituted in place of overtime payment. A maximum of (40) hours comp may be accrued in a fiscal year.
5. Double time shall be paid for all hours worked on Sundays and School Holidays.
6. Call In Time: Minimum of two hours will be paid to any mechanic required to come in on a non-scheduled work day. This shall be credited at time and one-half for Saturday and week nights and double time for Sundays and holidays.

B. Salary Schedule Experience Allowance:

1. Mechanics will move to the next salary step each year of employment until they reach step 3. They may move to next step on anniversary date.
2. On initial employment, mechanics shall receive a maximum of two (2) years outside experience for salary consideration. Such experience must be in the field of mechanics. Placement on the salary schedule based on experience shall be at the discretion of the Transportation Director and the Superintendent of Schools.

- C. Each mechanic shall receive a tool allowance of \$600.00 per year to be paid to the mechanic in equal amounts at the end of each fiscal quarter upon presentation of sales receipts to be not less than the allowance received. This would include one work jacket and one pair of safety boots per mechanic per year.
- D. Uniforms:
  - 1. All mechanics shall wear standard uniforms.
  - 2. The Board agrees to pay for all special lettering on these uniforms.
  - 3. The Board agrees to pay the cost of uniforms with the maximum being eleven (11) sets per mechanic. Such cost shall include weekly laundering and repair of all uniforms.
- E. Mechanics who resign and (at some later date) seek re-employment with the Caro Board of Education, shall lose all seniority rights, vacation time and leave time that may have been accrued during his or her previous term of employment.
- F. Mechanics will receive pay increases as outlined in Schedule A for successful completion of each State Mechanics Certification Examination upon presentation of certificate.
- G. The employer shall pay the cost of the employees Commercial Driver's License and physical fees as per the bus driver's agreement. All mechanics shall maintain all licenses, certifications, and physical requirements necessary to drive a school bus.

## **ARTICLE 10 VACATIONS**

- A. Mechanics with 1 through 4 years of employment will be granted two weeks (or 10 days) paid vacation per year.
- B. Mechanics with 5 through 9 years of employment will be granted three weeks (or 15 days) paid vacation per year.
- C. Mechanics with 10 years of employment or over will be granted four weeks (or 20 days) paid vacation per year.
- D. Mechanics with 25 years of employment or over will be granted five weeks (or 25 days) paid vacation per year.



**ARTICLE 11  
HOLIDAYS**

- A. The following shall be paid holidays: Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; the day before Christmas; Christmas Day; the day after Christmas; the day before New Years Day; New Years Day; Good Friday.
- B. When any of the above designated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under these provisions.
- C. Whenever Christmas or New Years' fall on Saturday or Sunday, the Superintendent will designate a day in lieu of the holiday which the employee shall have off with full pay.

**ARTICLE 12  
LEAVE TIME**

- A. Mechanics shall be entitled to fifteen (15) leave days each year to be used for employees own illness or disability. All such leave shall accumulate without limit. This leave may also be used to care for immediate family up to a maximum of five (5) days. A written release from a physician must be obtained before returning to work for any sick leave of more than three (3) consecutive absences.
- B. The above mentioned leave shall be given to the mechanic at the beginning of each school year (July 1) to be used throughout the school year, as needed.
- C. An employee shall be entitled to use two (2) days per year for personal business which cannot be conducted outside of the regular work day. Personal business leave must be requested of the Superintendent at least two (2) days prior to the date of the leave. Any unused personal business leave will accumulate as sick days.
- D. Newly employed mechanics commencing work on July 1st of any year of this contract shall be credited with fifteen (15) leave days. Newly employed mechanics commencing work after July 1st in any year of this contract shall be granted a pro-rata portion of fifteen (15) leave days calculated at the rate of 1 1/4 days per month for all months remaining in the then current school year.
- E. Upon the recommendation of the Superintendent, the Board may require a mechanic to submit to physical or mental examinations by appropriate specialists to determine if involuntary leave time is warranted. Such requested examinations will be at the Board's expense. The mechanic shall have the right to be examined by his own physician at the mechanic's expense and the Board can make an additional request for an examination by an independent physician.

- F. Leaves of absence without pay or benefits for a period of up to one (1) year may be granted upon written request to the Superintendent. During such a leave seniority shall not accumulate.
- G. Leaves of absence with pay, not chargeable against the mechanics allowance, may be granted by the Superintendent for approved attendance at educational conferences or conventions. (Mechanics who do not attend authorized conferences will be required to work the regular schedule).
- H. Mechanics are expected to serve on Jury Duty, when called. The Board of Education shall pay the serving mechanic his regular salary while on jury duty. Mechanics shall direct the County Clerk to certify the amount of wages paid to the mechanic for jury duty and all such wages shall be paid directly to the Caro Board of Education.
- I. Military leaves of absence shall be granted to any mechanic who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States as described in the Michigan School Code (Section 388.421).
- J. An accounting of accumulated leave time shall be given to each mechanic as soon after the close of the fiscal year (July 1 - June 30) as possible.
- K. The Board of Education does not approve of extended absence due to trips or vacations during the school year even though the mechanic may be willing to forfeit all pay. Only one mechanic shall be on vacation at any one time. A mechanic's vacation shall be scheduled and used in week (5 day) increments at a time, with the exception of ten (10) vacation days in which a mechanic may use as individual/single days. All other vacation time is to be used in blocks of one week increments during the school year.
- L. All leaves of absence must be made in writing directly to the Superintendent of Schools or his designee at least seventy-two (72) hours prior to the time such leave is desired. The Superintendent or his designee shall approve or disapprove all leave requests forty-eight (48) hours prior to the requested leave.
- M. Mechanics may take three (3) days funeral or bereavement leave for a death in his immediate family and it shall not be deducted from accumulated leave time.

**ARTICLE 13  
INSURANCE PROTECTION**

The employer will provide the following insurance coverage for the mechanics:

Plan A:

Health: MESSA Choices II  
IN Deductible: \$0  
OON Deductible: \$250/\$500  
OV/UC/ER Copay: \$10/\$25/\$50  
RX Drug Copay: \$10  
Riders Included: XVA2, AI

Dental: MESSA/Delta Plan CO/3 50/50/50  
Annual Max: \$1,000  
Lifetime Max: \$1,000  
Riders Included: 2 cleanings

Vision: VSP-2

Life: \$2,000  
AD&D Ins: \$2,000

LTD: 66 2/3 % Max \$5,000  
Waiting Period: 90 CDMF  
Alcohol/Drug: 2 Year Limitation  
Mental/Nervous: 2 Year Limitation  
SS Offset: Family  
COLA: No

Plan B:

Dental: MESSA/Delta Plan 60/60/60  
Annual Max: \$1,000  
Lifetime Max: \$1,000  
Riders Included: 2 cleanings

Vision: VSP-2

Life: \$10,000. Term Life with AD&D

LTD: 66 2/3 % Max \$5,000  
Waiting Period: 90 CDMF  
Alcohol/Drug: 2 Year Limitation  
Mental/Nervous: 2 Year Limitation  
SS Offset: Family  
COLA: No

Employees not electing Plan A will select Plan B. Effective the date of the insurance change, employees choosing Plan B will receive \$100.00 per month toward an annuity of their choice from the board approved list of annuities. In subsequent years, employees choosing Plan B will receive the \$100.00 per month effective at the conclusion of the open enrollment period.

An open enrollment period will be provided annually during the month of September. Every eligible employee may elect either Plan A or Plan B, but not both.

**ARTICLE 14**  
**MISCELLANEOUS PROVISIONS**

- A. Mechanics shall be informed of a telephone number they may call before 7:00 a.m. and after 3:00 p.m. to report unavailability for work. Once a mechanic has reported unavailability, it shall be the responsibility of the Transportation Director to make whatever arrangements are required. Notification of unavailability for work shall be made no less than one (1) hour prior to the schedule start of the employees shift.
- B. Mechanics shall conform to established Board policies, regulations and requirements not contrary to this Agreement.
- C. The Bus Garage will be available for personal use, on personally owned equipment, by the mechanics since their personal tools are stored there. Such use shall be after regularly scheduled working hours and in all cases arranged with the Transportation Director prior to use.
- D. Mechanics shall have, and maintain, a telephone number in which after hours contacts can be made by transportation staff for needed Call-In-Time (overtime). Call-In-Time to be authorized by any school administrator, or in the event of their unavailability, in circumstances necessary to assist stranded school vehicles due to a breakdown or other cause, and for mutual aid assistance to another school district.

**ARTICLE 15**  
**DURATION OF AGREEMENT**

This Agreement and all of its provisions shall be effective July 1, 2010. Notwithstanding and foregoing, however, this Agreement shall not become effective unless and until it is:

- A. Ratified by a majority of the members of the Association, voting at a meeting duly called for such purpose; and
- B. Approved by the Board of Education of the Caro Community School System by resolution duly adopted.

This Agreement shall continue in full force and effect to and including June 30, 2011.

**HOURLY RATE SCHEDULE  
BUS MECHANICS**

<b>2010-11</b>	<b>Mechanics</b>	<b>Mechanics Helper</b>
Step 1 (1 <sup>st</sup> year)	14.71	9.85
Step 2 (2 <sup>nd</sup> year)	15.45	10.34
Step 3 (3 <sup>rd</sup> year)	16.22	10.86
Step 4 (4 <sup>th</sup> year)	17.03	11.40
Step 5 (5 <sup>th</sup> year)	17.89	12.60

Additional Premium Paid Per Hour: Ten cents (\$.10) for the first five certifications; five cents (\$.05) for the next three certifications, with a maximum of eighty cents (\$.80) for a Master Mechanic with three (3) years experience. Lead mechanic, as designated by the Transportation Director, to receive \$1.00 per hour additional wage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

**ASSOCIATION**

**BOARD OF EDUCATION**

**By** \_\_\_\_\_  
Representative

**By** \_\_\_\_\_  
President

**By** \_\_\_\_\_  
Representative

**By** \_\_\_\_\_  
Secretary

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_