



LATCHKEY PERSONNEL CONTRACT

2013-2016

This agreement entered into this 17th day of December 2013 and expires the 1st day of July 2016 by and between the Board of Education of Montrose Community School Districts, Genesee and Saginaw Counties, Montrose, MI hereinafter called the "Board", and the Montrose Latchkey Personnel "Association".

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all Latchkey Personnel.
- B. The Board agrees not to negotiate with any Latchkey Personnel organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association.
- C. Classifications
 - 1. Latchkey Aide
 - 2. Latchkey Assistant Supervisor
 - 3. Latchkey Supervisor

ARTICLE II COMPENSATION

- A. Inasmuch that the fiscal stability of the District is in the best interests of all employee groups, it is also recognized that all employees must be recognized as partners in the shared efforts to maintain adequate resources. As such, the following compensation agreement shall remain in effect for the duration of this agreement.
- B. All bargaining unit members will remain at the pay level as of June 30, 2013.
- C. For the 2014-2015 and the 2015-2016 school years, member compensation shall be determined as follows:
 - 1. All employee groups shall share in expenditure reductions as follows:
 - a) Based upon the preliminary audited figures obtained in the fall of each school year, the District shall determine the amount of salary reduction necessary to maintain the audited fall 2013 fund balance. Salaries shall be reduced by the percentage amount, if any, which is necessary to maintain that fund balance for the 2013-2014 and 2014-2015 school years. Any such reduction shall be deducted from each individual's salary, spread equally over the pays for the school year.
 - b) Any type of salary reduction will be off-schedule
 - c) Any salary reduction shall not reduce a member's salary below the base level.
 - d) In the event the parties do not have a successor CBA (Collective Bargaining Agreement) in place by July 1, 2016, the provisions of Paragraph 1 will remain in effect until such time as a successor CBA is negotiated.
- D. Members shall share in revenue increase as follows:
 - 1. If the District's local, state, and federal revenue based upon the first quarter amendment (Revenue) exceeds the prior year's expenditures, adjusted for known, non-discretionary increases or decreases in expenditures for the current year (Expenditures), plus 5% (fund equity as measured as a percentage of total expenditures), 50% of the amount by which revenue exceeds expenditures plus 5% will be distributed back to staff in an amount equal to the percentage of salary budgeted for each employee group (not including compensation for non-duty assignments); and 65% of the amount by which revenue exceeds expenditures by 8%. The amount returned to the Bargaining Unit shall be returned to the members on a pro-rated basis, off scale, inclusive of all employer costs to include FICA and retirement, and paid in February of any such school year.

2. Non-discretionary expenditures shall be defined as obligations of the District, which it must pay to meet its contractual obligations and to operate the school district. Increases or additions to expenditures shall include, by way of example, but not limited to:
- Increases or decreases in the state per pupil funding formula
 - Insurance premium increases
 - Retirement rate increases
 - Replacement of failing boiler
 - Utility rate increases
 - Contractual obligations

ALL STEP INCREASES ARE FROZEN FOR THE DURATION OF THIS CONTRACT								
	YEAR	1	2	3	4	5	6	7
AIDE	2014-2015	8.50	8.71	8.93	9.15	9.38	9.61	9.85
	2015-2016	8.50	8.71	8.93	9.15	9.38	9.61	9.85
ASSISTANT SUPERVISOR	2014-2015	8.85	9.34	9.68	10.03	10.38	10.76	11.05
	2015-2016	8.85	9.34	9.68	10.03	10.38	10.76	11.05
SUPERVISOR	2014-2015	11.23	11.64	12.06	12.50	12.95	13.41	13.90
	2015-2016	11.23	11.64	12.06	12.50	12.95	13.41	13.90

LONGEVITY: For each year beyond 9 years (Assistant Supervisor and Supervisor only)			
2014-2015		2015-2016	
10 YEARS	.59	10 YEARS	.59
15 YEARS	.65	15 YEARS	.65
20 YEARS	.71	20 YEARS	.71
25 YEARS	.77	25 YEARS	.77

2013-2014	ASSISTANT SUPERVISOR	One time cash payment of \$163.00
	SUPERVISOR	One time cash payment of \$232.00
2014-2015	ASSISTANT SUPERVISOR	One time cash payment of \$117.00
	SUPERVISOR	One time cash payment of \$220.00
2015-2016	ASSISTANT SUPERVISOR	One time cash payment of \$117.00
	SUPERVISOR	One time cash payment of \$220.00

The one-time cash payment noted in the above table will be made annually with the first scheduled pay period in January of each school year. One-time cash payments are contingent upon the Latchkey program operating at a profit as determined by the District's official audit for the previous school year (Example: A cash payment in January 2014 is contingent upon the program operating at a profit during the 2012-2013 school year).

ARTICLE III INSURANCE

Assistant Supervisor: The employer will pay the employee a subsidy to be used for health insurance options. The subsidy will be paid in the following manner.

- Cash option in the amount of \$40.00 per month for 12 months (from which applicable withholding will be made) if the employee averages six (6) or more hours work per day on a regular basis or if applicable, cash option in the amount of \$35.00 per month for 12 months (from which applicable withholding will be made) if the employee averages less than six (6) hours work per day on a regular basis.

- B. District-paid premium equal to the cash option in (a) above to be applied toward the purchase of qualified benefits under District-sponsored insurance plan including, but not limited to, long-term disability, short-term disability or group term life insurance. The employee must elect to pay the remainder of the required premium for such qualified benefit by means of compensation reduction pursuant to the terms of a cafeteria plan.

It is the employee's responsibility to elect option A or option B and notify the business office of their election. Cash options will be instituted beginning with the month of contract ratification.

Supervisor: The district will provide a single major medical insurance plan according to the Board's annual election of paying up to the determined hard cap or 80% of total plan cost.

- A. In the 2013-2014 school year the Board will pay 80% of the single medical insurance premium for the supervisor plan. Employee will pay 20% of the medical insurance premium for the plan selected through pre-tax payroll deduction.
- B. In 2014-2015 the Board will pay up to the hard cap or 80% of existing single medical insurance premium plus 100% of single medical insurance premium increase up to the amount of the medical CPI rate (2.9% for 2014-2015). Employees will pay 100% of remainder of any medical insurance premium increase.
- C. The cost share arrangement, based on the 2015 medical CPI, will continue in the 2015-2016 year unless either party indicates to the other in writing their wish to reopen on medical insurance premium cost share only by March 1, 2015.
- D. Any contribution paid by the employee shall be paid through pre-tax contribution to the premium payment under the means of compensation reduction agreements (Section 125 Plan).

ARTICLE IV LEAVES

- A. Sick Time – The Assistant Supervisor and Supervisor will receive ten (10) days per year.
- B. Personal Time – **Assistant Supervisor – Two (2) days personal** leave will be granted. Unused personal leave may accumulate as sick leave. **Supervisor – Three (3) days** personal leave will be granted. Unused personal leave may accumulate as sick leave.
- C. Leaves of absence with pay chargeable against the employee's allowance:
 - 1. A maximum of five (5) days per school year for family illness or injury of an immediate family member.
 - 2. A doctor's appointment that cannot be scheduled another time.
 - 3. Immediate family is defined as spouse, children, stepchildren, grandchildren, parent or equivalent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparents of either spouse or any family member residing in the household.
 - 4. Any employee may take a maximum five (5) days per year for a death in the immediate family.
 - 5. An employee may take one (1) day per year to attend or participate in a funeral.
- D. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to a maximum of 720 hours. If an employee is terminated for any reason after ten (10) years of employment, half (1/2) the accumulated sick leave shall be paid at the following rate: **Minimum Wage Rate**

ARTICLE V PROFESSIONAL DEVELOPMENT

All employees must comply with the state requirements for licensing. The district will not cover the cost of the training.

**ARTICLE VI
MISCELLANEOUS**

A. A newly hired aide must complete 20 working days on probation. A probationary employee whose service is deemed unsatisfactory may be terminated at the will of the Board of Education. No sick leave, paid holidays or fringes of any kind shall be granted to a probationary employee.

B. Paid Holidays Supervisor and Assistant Supervisor only:

2013-2014	2014-2015 and 2015-2016
Fall Break Day	July 4 th
Thanksgiving	Labor Day
Friday after Thanksgiving	Thanksgiving
Christmas Eve	Christmas Day
Christmas Day	New Year's Day
New Year's Day	Good Friday
Good Friday	Memorial Day
Memorial Day	

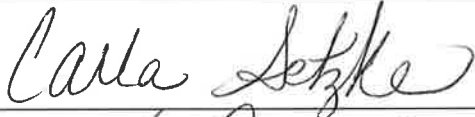



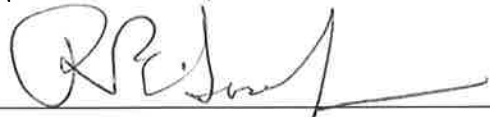


- C. When school is not in session due to inclement weather, all classifications shall be paid, up to a maximum number of three (3) snow days per year.
- D. Paid holidays (as shown in the table in Paragraph B) and inclement weather days (maximum of three) shall be paid according to the following hours: Assistant Supervisor – 7 hours per day; Supervisor – 8 hours per day.
- E. In the event that it is necessary for the Supervisor to work past 8 hours per day or 40 hours per week, he/she shall be given compensation time at the rate of one and one-half times (1.5). Compensation hours must be documented and submitted in writing to the payroll office within 48 hours of accrual. Earned compensation time may not be used more than two (2) consecutive days at a time and may not be used in conjunction with personal days. All compensation time must be used by June 30 of each year.

**ARTICLE VI
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016.

This agreement shall terminate on June 30, 2016 and may be amended and/or renewed by mutual agreement.

WITNESS OUR HAND AND SEAL THIS _____

MONTROSE COMMUNITY SCHOOLS LATCHKEY PERSONNEL	MONTROSE COMMUNITY SCHOOLS GENESEE & SAGINAW COUNTIES, MI by the MONTROSE BOARD OF EDUCATION
	
	
	
	
	

MEMORANDUM OF UNDERSTANDING
Between the
MONTROSE COMMUNITY SCHOOLS and the
MONTROSE LATCHKEY PERSONNEL

RE: Cash in Lieu Option for Latchkey Supervisor not Electing Health Care Insurance
DATE: July 28, 2015

This memorandum of understanding jointly clarifies the cooperative agreement between the Montrose Community Schools and the Montrose Latchkey Personnel regarding the cash in lieu of option for the Latchkey Supervisor in the event that they should elect to not take the health insurance coverage offered by the district.

Should the Latchkey Supervisor choose to not take the district offered health care insurance, they will be eligible for a "cash in lieu of" option of \$150.00 per month. Employees electing to take advantage of this option should notify the payroll and benefits office in writing.

Upon signing of this agreement, a copy will be attached to the existing employment agreement that is in place through July 1, 2016.

Signatures:



Carla Setzke
Latchkey Supervisor, Montrose Community Schools

7-28-15

Date



Edward S. Graham, Ph.D.
Superintendent, Montrose Community Schools

7-28-15

Date