### **BUS GARAGE MECHANICS**

#### **WORK AGREEMENT**

#### 2008-2009 & 2009-2010

This Agreement entered into the 27<sup>th</sup> day of October, 2008, by and between the Board of Education of the Lowell Area Schools, Lowell, Michigan, hereinafter called the "Board" and the Lowell Bus Garage Mechanics.

### **Work Schedule**

The normal work day for full-time employees shall be 8 hours a day, 5 days a week, with one hour unpaid lunch. The Director of Operations will determine work hours. Mechanics may take two 15 minute coffee breaks per day, one in the morning and one in the afternoon.

### Overtime

Time worked beyond the forty-hour week shall be paid at one and one-half the regular hourly rate. Double time will be paid for Sundays and holidays. All overtime must be approved by the Director of Transportation beforehand, except in emergencies.

## **Holidays**

Full-time Mechanics shall be entitled to the following paid holidays -- New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Wednesday before Thanksgiving, if a non-student attendance day, Thanksgiving, the Friday following Thanksgiving, the day before Christmas, Christmas Day, and the day after Christmas. When any of the above holidays occur on a Saturday or Sunday, the Board shall schedule equivalent work days off immediately preceding or following the holidays so as to not interrupt regular student attendance days. Holiday pay shall be the salary paid for the regular work day.

### **Vacation**

Employees shall submit written vacation requests to the Director of Operations at least two weeks prior to vacation time desired. Vacation time may be granted any time during the year by the Director of Operations. Vacations shall be taken in five-day blocks whenever possible. Vacation days may be carried over into the next work year with approval of the Director of Operations. If two employees request identical dates at the same time, the employee with the most seniority shall be honored.

The anniversary date of all paid vacations for full-time employees shall be July 1 of each year. Vacation days for new employees shall be earned at 1/2 day for each month worked up to June 30 of the first year. This vacation time can be taken during the time it is earned with the approval of the Director of Operations. The first full year of employment will provide the mechanic with five (5) vacation days. Each July 1 thereafter, the employee shall be eligible for ten (10) days of paid vacation. On each July 1 after the employee's fifth year of employment, the employee's tenth year of employment, the employee shall be eligible for

twenty (20) days of paid vacation. Vacation days may not accumulate in excess of ten (10) in any one work year.

After the fifth year of employment, the employee will have the option of one week's additional pay in lieu of one week vacation time. The decision must be made by June 1 of the prior contract year. The additional week's pay can be spread out over the contract year or taken in a lump sum payment the same time bus drivers get their longevity pay in November.

# **Sick Leave**

Full-time Mechanics shall earn sick leave at the rate of one day per month worked.

Sick days and personal days (4 per year, per Paid Leave Days below) shall have unlimited accumulation. Sick days may be used for:

- A. Sickness and disability of the employee
- B. In the event of death in the immediate family (spouse, child, parents, in-laws, brother, sister, grandparents or a person who stands in place of a family of the bargaining unit member), personal days shall be used first with a total use of sick days limited to five days per occurrence. The superintendent or his/her designee may grant more days if it is determined that extenuating circumstances exist.
- C. In the event of illness in the immediate family (spouse, child, parents, or resident in the household), such use shall be limited to ten (10) sick leave days with no three (3) days in succession. The superintendent or his/her designee may grant the continued use of sick days for family illness if he/she determines extenuating circumstances exist.

In the event of illness, the mechanic shall call the Director of Operations as soon as possible, but not less than one (1) hour before reporting time, giving the reason for the absence.

Mechanics shall not receive workmen's compensation in addition to sick leave in excess of the amount normally received as a regular salary.

Pooling of sick leave - full-time mechanics may donate two (2) days of sick leave per each employee to the employees needing additional sick days. No employee shall receive more donated days than he/she had accumulated previous to the current illness.

# Paid leave days

Two paid leave days per year shall be available for full-time employees, providing they meet the following criteria:

Reasons: Paid leave days may be applied for to handle necessary obligations and emergencies that cannot be handled outside the normal working hours. Such leave shall not be used for seeking other employment, in support of union business or activities, for

religious purposes, for hunting, fishing, golf, and/or other recreational activities, rendering services, or working with or without remuneration for themselves or anyone else, or for any similar types of reasons. Leave shall be limited to the time required to complete the necessary activity. It is further understood such leave shall not be granted for the first working day preceding or following a vacation period or holiday.

Process: The reason for taking the paid leave shall be presented to the Supervisor of Transportation three (3) days prior to the date required, except that emergencies can be handled by telephone. The Supervisor of Transportation will base his/her decision for approval or disapproval of paid leave according to the above stated conditions. If personal leave days are not used, they will accumulate with sick leave days above.

## **Leave of Absence**

The full-time employee may apply for unpaid leave of absence up to one (1) year for the purpose of extended illness, child care, and education, providing the education is directly related to the mechanic's job assignment. The Board will grant such leave if not more than one (1) employee applies. Employees taking leave for more than thirty (30) days shall present a medical statement of fitness from a doctor prior to return to work.

#### **INSURANCE**

**Priority Health Plan A**: The Board will transmit the full monthly premiums for each employee and their eligible dependents as defined by Priority Health for each employee who does not have health care insurance from another source.

Health	Priority Health 90/10 In-Network /70/30 Out of Network \$10.00/\$20.00 Rx Copay - \$10.00 Generic \$20.00 Brand \$5,000 term life with AD&D
Long Term Disability	66 2/3% \$2,500 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the bargaining unit member's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Priority Health Self-Funded Plan Year November 1 to October 31	Priority Vision Plan
Dental Priority Health Self-Funded Plan Year November 1 to October 31 Negotiated Life	Priority Dental Plan 100% Class IA; 90% IB; 90% Class II; 90% Class III \$2,000 Class I & II Yearly Maximum \$3,000 Class III Lifetime Maximum \$50,000 with AD&D

**Priority Plan B**: The Board will pay full monthly rate amounts for each employee and their eligible dependents as defined by Priority Health for each employee who does not elect health insurance.

Long Term Disability	\$2,500 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the bargaining unit member's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
<u>Vision</u>   Priority Health Self-Funded	Priority Vision Plan
Plan Year November 1 to October 31	
Dental Priority Health Self-Funded Plan Year November 1 to October 31	Priority Dental Plan 100% Class IA; 90% IB; 90% Class II; 90% Class III \$2,000 Class I & II Yearly Maximum \$3,000 Class III Lifetime Maximum
Negotiated Life	\$50,000 with AD&D

<sup>\*</sup>In addition, participants will receive cash in lieu of health insurance to the same level as stated in the teachers' contract.

A choice between Plan A and Plan B will be made one time only each year during open enrollment (April) or upon a change in family status. Choices are not interchangeable during the insurance coverage year.

### **General Provisions**

- The board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve month period commencing July 1 and ending June 30 of each year.
- 2. The open enrollment period shall be jointly established by the board, the local association and Priority Health whose new annual rates begin November 1, of each year. The board shall be responsible for providing insurance information including applications and claim materials
- 3. In the event an employee is disabled through an injury or illness covered by Workers Compensation, all employee benefits shall continue for the duration to the disability.
- 4. An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits from the first day he/she reports to work.

5. In the event an employee dies during the school year, and providing the policy permits continued dependent coverage, the District shall continue payment of the applicable premiums through the following June 30<sup>th</sup>. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the District shall continue payments of the applicable premiums through June 30<sup>th</sup> of that year.

In the event an employee, voluntarily or involuntarily, terminates his/her employment with the district, the employee, spouse, and dependent children shall be entitled to eighteen (18) months of continued coverage if the qualifying event is due to termination of employment or a reduction of hours. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (Cobra).

### **Miscellaneous**

Mechanics must maintain proper state certification to drive a school bus as required by the Director of Operations. Mechanics may be required, as needed, to increase their knowledge and skills on diesel operated engines - any classes, workshops, seminars, etc. will be at Board expense. Safety glasses will be provided and will be worn by mechanics when doing mechanical work on a bus or other school vehicle. If needed, prescription safety glasses will be provided every other year, not to exceed \$300 per employee.

## Severance

Upon severance after a minimum of ten (10) years of employment with the Lowell Area Schools, full-time employees will be compensated at the rate of \$7.50 per each day of unused leave days to a maximum of 50 days, and \$10.00 per day over 50 accumulated days. Severance shall include resignations, dismissal and resignation after layoff.

# **Tool Allowance**

Mechanics will receive a \$500 allowance per year for hand tools. The regular purchase order process shall be followed in allocation of this allowance.

# **Clothing Allowance**

Mechanics may be reimbursed up to \$100 annually for clothing. (Clothing is defined as coveralls, safety shoes, and jackets.) One lined winter jacket may be purchased every other year. Reimbursement shall be provided via payroll upon submittal of receipts.

# Wage Schedule

In the case of a newly hired mechanic, prior experience credit can be granted for advancement in the wage scale.

#### Mechanic

Step	2008-09	2009-10
Step 1	\$18.31	\$18.77
Step 2	\$18.64	\$19.11
Step 3	\$18.96	\$19.43
Step 4	\$19.29	\$19.77
Step 5	\$19.33	\$19.81
Step 6	\$20.00	\$20.50

#### Service Technician

\$10.00 an hour, not to exceed 20 hours per week, year-round.

## **Bonus Schedule**

Each mechanic may qualify for a bonus, in accordance with the following schedule:

- ♦ \$500 for a perfect state inspection (no tags)
- ♦ \$50 deduction for each yellow tag
- ♦ \$100 deduction for each red tag

Documentation will be provided to the business office by the bus garage at the conclusion of the annual inspection to substantiate bonus earned.

## Longevity

30¢ per hour after 10 years of service.

30¢ per hour additional after 15 years of service.

30¢ per hour additional after 20 years of service.

Steps will be granted each July 1 based upon satisfactory performance as evaluated and determined by the Supervisor of Transportation.

Maintenance Foreman shall receive 60¢ per hour additional.

### **Duration of Agreement**

This Agreement shall be effective as of July 1, 2008 and shall continue in effect for two (2) years until June 30, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION	
By President	_
By Secretary	_
BySuperintendent	