

AGREEMENT

BETWEEN

BOARD OF EDUCATION

of

LAPEER COMMUNITY SCHOOLS

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 517M**

MECHANICS

2012- 2014

(Extended December 6, 2012)

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AGREEMENT

This Agreement entered into this 5th day of June, 2012 and extended on the 6th day of December, by and between the Lapeer Community Schools Board of Education hereinafter called the "Board" and the Service Employees International Union, Local 517M, 591 Division, Unit #250 hereinafter called the "Union".

WITNESSETH:

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall set forth their agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1 **DEFINITIONS**

Section 1

The terms "Board" and "Union" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Union" as such, each reserves the right to act hereunder by committee, or designated representative.

Section 2

Reference to male employees shall include female employees.

ARTICLE 2 **RECOGNITION**

The Board hereby recognizes the Union as the exclusive bargaining representative for:

ALL FULL TIME AND REGULAR PART TIME MECHANICS OF THE LAPEER COMMUNITY SCHOOLS EXCLUDING ALL SUPERVISORS, ADMINISTRATORS, BUS DRIVERS, TEACHERS, PARAPROFESSIONALS, CUSTODIANS, OFFICE CLERICAL, TEMPORARY AND SUBSTITUTE EMPLOYEES, AND ALL OTHER SCHOOL DISTRICT EMPLOYEES.

ARTICLE 3 **UNION SECURITY AND DEDUCTION OF UNION DUES**

Section 1

All employees who are presently working under this Agreement shall not be required to become members of the Union, and all new employees hired during the term of this Agreement shall not

be required to become members of the Union, but shall make payments to the Union in the same amount and in the same manner as Union members and shall do the above as a condition of employment.

Section 2

The Board shall provide, each October, a master list of all unit employees. In subsequent months the Board shall provide a copy of the October list and a list of all additions and deletions.

Section 3

All employees presently employed by the Board of Education shall make the above payment to the Union on the first full pay period after the ratification of the current contract by members and the Board. All new employees hired during the term of this Agreement shall make the above payments to the Union after thirty (30) work days of employment with the Board of Education.

Section 4

The Board shall provide the Union, at the time of hiring for each new employee, the name, assignment, and the date of hire for the new employee. The Board shall inform the Union on the date of return of any employees returning from leave of absence. The Board shall inform prospective employees prior to hiring of the contents of this article.

Section 5

The Union agrees that the amounts paid to the Union by non-union member employees must be established consistent with the applicable laws and administrative law interpretations regarding non-union member employee representation costs. Furthermore, the Union shall not request the Board to collect any fee, assessment, or contribution from any employee for which to do so would be a violation of the then applicable interpretations of the laws governing such payments.

Section 6

In the event of any legal action against Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present brought in a court or administrative agency because of its compliance with Article 3, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- a) The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
- b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- c) The Union shall have complete authority to compromise and settle all claims which it defends under this section.

The Union agrees that in any action so defended, it will indemnify and hold harmless Lapeer Community Schools, its Board of Education, individual Board of Education members, both past and present, or executive and administrative employees, both past and present from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 3, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 4 **UNION RIGHTS**

Section 1

The employees and the Union, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 2

The Board agrees to furnish the Union in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the mechanics, together with information which may be necessary for the Union to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass-produced a reasonable cost/charge may be required.

Section 3

The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

Section 4

Duplicating machinery shall be available for Union use. Materials used solely for the benefit of the Union shall be paid for by the Union. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

Section 5

The Union shall appoint stewards and alternate stewards. No steward or alternate, regardless of when selected, shall function as such until the Board has been notified in writing by the President of the Local Union, Chairperson of the Unit, or an International Union or Council

Officer of his election.

Section 6

Stewards and their alternates and other Union officials shall be permitted to engage in contract negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

Section 7

Any steward or alternate steward having an individual grievance in connection with his own work may ask that another steward or alternate or Union Official assist him in adjusting the grievance with his supervisor.

Section 8

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Union business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

Section 9

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Union by this Agreement shall be mailed to the Union by ordinary mail, addressed to 5045 Miller Road, Suite C, Flint, Michigan 48507, or to such other address as the Union shall direct in writing. All notices to be given to an employee under this Agreement shall be mailed to her/his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

ARTICLE 5 **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

1. Manage and control the school's business.
2. Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract.
3. Determine the size and placement of the working force and location of all work

operations.

4. Adopt and enforce reasonable rules and regulations.
5. Determine all services, supplies, and equipment necessary to continue operation.
6. Determine standards of operation and goals for improvement.
7. Determine qualifications for employees generally and the specific qualifications for various positions.
8. Determine all financial policies and operations.
9. Determine the supervisory organization for all operations.

The exercise of these powers, rights and authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965. Pursuant to Section 423.215 of the Public Employment Relations Act, the Board is the sole authority to decide matters that are labeled "prohibited subjects of bargaining" unless otherwise changed by subsequent law. Finally, pursuant to P.A. 9 of 2011, an emergency manager appointed under the Local Government and School District Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 6 **LEAVE PROVISIONS**

Section 1

The Board and Union agree that regular attendance of all employees is essential to the proper operation of the Board's transportation operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Union's right to use the Grievance Procedure when the Union alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify his/her supervisor of the reason for his/her absence at the time he/she reports his/her absence. Notice of absence from work will only be accepted from the employee or his/her spouse.

Section 2 - Sick Leave

- A. Regular employees shall have credited one (1) sick leave day following each month of regular employment for all work to which they were regularly assigned and scheduled to work at least one half (½) of the scheduled work days in the month. Mechanics may

earn up to twelve (12) leave days per year. Employees must work or be on paid leave at least one half (½) of the work days in a calendar month to be credited with leave days.

- B. The value of a leave day credited to an employee's individual account is based on his/her regular assignment during the month it was earned. For example, employees who earned leave days on a two hour assignment may need to use several leave days if they have an absence while assigned to a longer work day.
- C. Mechanics are limited to 90 sick days (720 hours) as of each July 1. Mechanics exceeding 90 sick days between July 2 and June 30 of each fiscal year will be bought down to 90 days on July 1 as follows:
- exchange 10 or more days for 2 additional vacation days with each day in excess of 10 being compensated at the amount specified in Article 20, Section 3., I.
 - exchange 5 to 9 days for 1 additional vacation day with each day in excess of 5 being compensated at the amount specified in Article 20., Section 3., I.
 - exchange 1 to 4 days with each day being exchanged for the amount specified in Article 20., Section 3., I.
- D. Sick leave days may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive workdays shall be required, before being entitled to further sick pay, to submit to his/her immediate supervisor his/her physician's written statement which shall indicate the date the illness or physical incapacity began as well as the nature and estimated duration of the illness or physical incapacity. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's physician certifying that the employee is capable of returning to work. The Board may require the employee to have an examination by a physician designated by the Board and at the Board's expense.
- E. Sick leave days may be used when an employee needs to remain out of work because of the illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents or any other person whose relationship is equivalent to that of a household relative. Sick days in excess of five (5) consecutive work days cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant.
- F. An employee who resigns and is later rehired is not entitled to previously earned sick leave.
- G. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule, but shall be allowed to accumulate

seniority up to three (3) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be canceled and the employee shall be discharged if he/she does not report to work within five (5) working days of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.

- H. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the employee's normal per diem rate. To the extent that the Board makes payment to the employee for that portion of his salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The employee shall have the option to use or not use sick day credits during such period. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.
- I. For any day-to-day or short-term sick leave for which paid sick leave days are or become exhausted, an employee who receives Board-paid medical insurance shall be charged the daily value of medical insurance for each day of such leave. This daily charge will be calculated by multiplying the employee's monthly medical Cobra rate by twelve and dividing the total by 230.

Section 3 – Workers Compensation

It is agreed that any unit employee on workers' compensation will be provided with Board-paid medical benefits (does not include dental or vision insurance) for up to a maximum of six (6) months from the date said employee is no longer utilizing paid sick leave.

Employees qualifying for Workers' Compensation due to a work illness or injury may be returned to work in a "Favored Work Position" that is designed to meet their physical needs and restrictions. Such work will either be SEIU – Mechanics bargaining unit work or work that is not exclusive to any bargaining unit. The decision to return the employee to work will be made by the Superintendent or designee after consulting with the medical personnel responsible for advising the administration on work restrictions. Compensation for such a position will be such that the Board and/or Workers' Compensation carrier will assure the employee an amount equal to the employee's daily rate of pay for work occurring during each of the employee's regular workdays. Favored Work Positions will not replace a regular position and are not subject to the position bidding process.

Section 4 - Personal Business Leave

- A. After an employee has completed forty (40) days of satisfactory work as a regular employee he/she is entitled to two (2) days per year (prorated for employees working

less than a full year) for personal business. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.

- B. The following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or immediate family members which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, step relatives of like relationship, or in-laws of like relationship. All other requests for use of a leave day for personal business may require further explanation. Whenever possible personal business leave should be prearranged.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

Section 5 - Bereavement Leave

- A. An employee may be absent without loss of salary for up to a total of four (4) working days for the death of a member of the employee's immediate family, which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, step family or in-laws of like relationship. These days are not to be deducted from sick leave.
- B. One (1) sick leave day per year may be used for the death of a friend or relative.

Section 6 - Jury Duty

Any employee summoned to jury duty shall be paid his/her regular wage for each working day of absence providing that jury fees less mileage are refunded by the employee to the Board. On any day when the employee is not seated on a jury or excused from jury duty, the employee shall report to work unless his/her work shift is over.

Section 7 - Military Leave

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

Section 8 - Unpaid Leaves Other Than Medical Leave

- A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this agreement. For such unpaid leave in excess of ten (10) work days, return rights will be limited to an available position (i.e. vacancy as

referenced in Article 11) unless management specifically determines otherwise at the time such leave is granted. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the transportation system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations. Finally, unpaid leave for vacation-like purposes (e.g. family or individual trip, family reunion, birthday celebration, etc.) is to be discouraged due to operational difficulties caused by such discretionary leaves. Due to such operational consideration, management may deny any and all unpaid leave requests for vacation-like purposes or may limit approval of such requests. Denials of or limits placed on such leaves shall be subject to the grievance process only through level two (Superintendent's level). Any employee taking unpaid leave for vacation-like purposes without prior management approval will be subject to discipline. Finally, any unpaid leave for vacation-like purposes will result in an employee who receives Board-paid medical insurance being charged the daily value of medical insurance for each day of such leave. This daily charge will be calculated by multiplying the employee's monthly medical COBRA rate by twelve and dividing the total by 230.

- B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) work days in advance.
- C. **Parental Leave:** Parental Leave shall be granted for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of adoption does not exceed ten (10) years of age. Request for such leave must be accompanied by a related statement from a physician if relating to a newborn or from a legal agency if relating to an adoption.
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) working days before such religious holidays.
- E. **Union Leave:** Unpaid leave of absence for Union business may be granted for either a one year or two year period upon written application to the Board. The employee may use up to a total of fifteen (15) days in any single year for Union business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.
- F. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.

If an employee fails to return within ten (10) days after expiration of his/her leave, or upon being offered an available position, s/he is automatically terminated from employment with the Board of Education.

- G. **Miscellaneous**: Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service.

Section 9 – Family and Medical Leave Act Leave (FMLA)

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended. To be eligible for leave under the Act, an employee must have been employed for at least 12 months **and** must have worked for at least 1250 hours during the 12-month period immediately preceding an FMLA leave. To the extent required by law and for reasons referenced below, an eligible employee may take up to 12 work weeks of Family/Medical leave or qualifying Exigency Family Leave within a rolling twelve-month period and be restored to the same or an equivalent position upon their return to work. The Board adheres to a 12-month rolling period in tracking FMLA time for Family/Medical and Qualifying Exigency Family Leaves. In addition, an eligible associate may take up to 26 weeks of unpaid Military Caregiver Family Leave during a single 12-month period.

1. Birth of an employee's child or to care for such child;
2. Placement of a child with the employee for adoption or foster care for such child;
3. To care for a spouse child or parent of the employee with a qualifying serious health condition; or
4. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

QUALIFYING EXIGENCY FAMILY LEAVE – Eligible employees may take leave for a "qualifying exigency" that arises when a spouse, parent or child is on or has been called to "covered active duty."

"Covered Active Duty" means duty by a member of the regular Armed Forces during deployment to a foreign country. In the case of a member of the reserve component of the Armed Forces, "covered active duty" means duty during deployment to a foreign country under a call or order to active duty.

MILITARY CAREGIVER FAMILY LEAVE – An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member may take leave to care for the covered service member who suffers from a serious injury or illness incurred on active duty.

All FMLA leaves shall be unpaid following contractually appropriate utilization of all sick leave days and personal business leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

For additional information about the FMLA, please contact the Human Resources Office.

The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted leave pursuant to the Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee. However, should such voluntary termination be the result of an employee's disability relating to the purpose of the FMLA leave and should such disability be the reason that the employee terminated his/her employment, recovery of premium payments as referenced herein will not be sought.

Section 10 - Benefits While on Leave and Return From Leave

- A. **Vacancies Created by Extended Medical and Parental Leave:** Whenever an employee shall request and confirm in writing to be on medical or parental leave twenty (20) work days or more but less than twelve (12) calendar months a temporary or regular mechanic may be employed as determined by the Board. Upon return the employee shall be returned to the same position.

Employees on extended medical leave or parental leave shall be allowed to accumulate seniority up to three (3) months but shall not accumulate experience credit for salary.

- B. **Vacancies Created by Other Extended Leave:** Whenever an employee shall request and confirm in writing to be on unpaid leave (other than provided in Article A of this section) extending more than twenty (20) work days but less than twelve (12) calendar months, a temporary or regular mechanic may be employed as determined by the Board. Upon timely request to return, the employee shall be offered the first available position within the work division in which the employee was previously working. Should the employee refuse such position, this shall constitute the employee's resignation from employment. Employees on such leaves shall be allowed to accumulate seniority up to thirty (30) calendar days, but shall not accumulate experience credit for salary.
- C. **Benefits While on Leave:** Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution or as otherwise may be required by COBRA. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

Section 11 - Emergency Leave

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, or accidents affecting the employee's personal property. For employees who have exhausted paid sick leave and paid personal business leave, emergency days shall not be used for absences which otherwise would be covered by such paid leave.

Section 12 - Attendance Incentive

Good attendance at work is beneficial to the employee, union, and school board. Therefore, compensation under the contract will provide an attendance incentive for regular hours. An employee will be entitled to a yearly incentive if s/he meets the following standards.

Financial Incentive

On the last pay date of July, an employee will be paid a financial incentive of \$250 for the prior fiscal year if s/he did not use more than five (5) sick, personal, or unpaid leave (other than the union leave provided for in Section 8., E.) days during the prior fiscal year.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 - Definitions

A grievance is a claim by one or more employees of improper application or interpretation of the terms of this Agreement.

Section 2

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean working days.

Section 3 - Purpose

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

Section 4 - Representation

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Union if the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at such adjustment.

Section 5

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Union.

Section 6

Upon request of either party hereto or of the bargaining unit employee or employees involved in a grievance, the latter may be present at any level of the grievance procedure.

Section 7 - Procedure

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual written agreement by the authorized representative of each party. An employee who believes s/he may have a grievance shall discuss his/her concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

Level One: An employee who believes s/he has a grievance shall present, or have a Union representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation; 2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within 10 days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have two (2) days to meet with the grievant to attempt to resolve the grievance.

Level Two: In the event the grievance is not settled at Level One, the Union may appeal the matter to the Superintendent or his designee within five (5) days of receipt of the Level One response. The appeal shall be initiated by a notice in writing directed to the Superintendent. The appeal shall be heard at the earliest possible date, and in all events within twenty (20) working days after the notice of appeal has been filed the Superintendent shall give his/her answer to the grievance in writing.

Level Three: Within ten (10) working days of the receipt of the answer at Level Two, the Union may, by written notice to the Superintendent, request that the matter be submitted to arbitration. The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator after notice is given, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing. The demand for arbitration must be filed with the American Arbitration Association within twenty (20) days of the receipt of the answer at Level Three.

In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

Section 8

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 9 - Powers of the Arbitrator are subject to the following limitations:

- A. S/he shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. S/he shall have no power to establish salary scales or to change any salary.
- C. S/he shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.
- D. S/he shall have no power to interpret state or federal law.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the Board and Union or unless the Board consolidates grievances of similar nature.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.
- H. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay.

Section 10

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.

Section 11

Should any employee fail to institute a grievance within the time limits specified, the grievance

will not be processed. Should an employee fail to appeal a decision within the limits specified, or voluntarily leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

Section 12

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

ARTICLE 8 **WORKING CONDITIONS**

A. Miscellaneous Provisions

1. The Mechanics' Handbook shall be reviewed each year by the Administration with input from a committee of mechanics appointed by the Union and adherence to its provisions is a condition of employment. The contract shall be the prevailing factor if a difference exists between Handbook and contract.
2. Former Mechanics - If a mechanic has previously been employed for two (2) years or more continuously and had quit with proper notice of at least two (2) weeks, s/he may be rehired at years level of experience but with no credit on seniority list.
3. If the Board contends that an employee is not fulfilling her/his responsibilities because of health problems or if the Board believes that an individual mechanic may be unable to safely perform his/her duties because of physical or mental health problems, the Board may require the employee to have an examination by a doctor designated by the Board and at the Board's expense. If the doctor determines that the employee is unable to effectively fulfill the responsibilities of his/her assignment, the employee will be placed on sick leave or unpaid medical leave until such time as the Board's doctor certifies the employee's fitness to resume his/her assignment.
4. Mechanics have the responsibility to complete the Michigan School Bus Driver Safety Education Course. Mechanics must attend the program as often as required by law.
5. Mechanics are responsible for obtaining and maintaining the required Michigan CDL necessary to drive Lapeer Community Schools School Buses. The original cost of the Road Test and the CDL will be reimbursed to the employee upon satisfactory completion of one year of service. The cost of CDL renewal will be reimbursed to each employee who is actively at work. In order to comply with the requirements of the Michigan "S" endorsement the employer agrees to reimburse any employee, for the cost of a second Road Test, who would otherwise qualify for a waiver of the Road Test except for meeting the rule requiring a test of employees with less than two (2) years service to the District.

Employees who cannot be waived for any other reason will not be reimbursed.

6. Mechanics shall secure the necessary physical examination from a doctor designated by the Board. The cost of the required physical examination is to be borne by the Board.
7. Mechanics will be assigned bus driving only when no bus driver is available by phone, radio, or personal contact. It is understood that every effort will be made not to assign mechanics to bus driving duties that require them to be subbing on a route performing student stops. The following expectations apply to mechanics when they are called upon to drive bus.
 - All accidents to children while mounting, dismounting, or riding on the bus must be reported by the driver.
 - Drivers have the responsibility to leave buses assigned for special trips in the same condition as when it was assigned.
 - Drivers have the responsibility for the safety and welfare of the students while on the bus. When unsafe conditions exist, the driver shall stop the bus and notify the appropriate supervisor. If the conditions do not improve so that the bus can continue, the supervisor shall be notified.
 - Drivers shall be responsible for regularly assigned children. The bus driver is authorized to pick up and dispatch students assigned to bus only at the designated stops.
 - Drivers are not permitted to transport non-scheduled children on regular runs unless directed by the Transportation Supervisor or building principal.
 - Each driving assignment shall include responsibility for pre-trip inspection and interior cleaning of the bus.

It is further understood that when mechanics are needed to drive bus while substituting for a regular bus driver, any mechanic will be able to volunteer for the driving assignment if he can be available to drive on a timely basis. If more than one such mechanic volunteers or if no such mechanic volunteers for such an assignment, an available mechanic (i.e. at work when the driving assignment commences) will be assigned by management based on a rotation basis (two seniority rotation lists will be maintained for this purpose with names on the volunteer list being ordered from the most senior to least senior mechanic and the other list being ordered from least senior to most senior mechanic). Additional hourly pay equal to Step 5 bus driver pay will be made to any mechanic substituting for a regular bus driver (i.e. additional pay does not occur when a mechanic shuttles an empty bus for purposes such as repairs).

8. Lunch and Break Provisions For Regular Assigned Positions:

- a. Mechanics working six (6) or more consecutive hours are entitled to a thirty (30) minute unpaid lunch period.
- b. Mechanics working eight (8) consecutive hours are entitled to a morning and afternoon paid break not to exceed fifteen (15) minutes. Mechanics working six (6) but less than eight (8) consecutive hours, are entitled to one (1) paid break not to exceed fifteen (15) minutes.

ARTICLE 9
SAFETY AND EQUIPMENT

Section 1

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

Section 2 – Non-Discrimination

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, union membership or activity.

Section 3

The Board agrees to provide employees with safety items required by law but not items of personal property such as safety shoes. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

One set of outdoor coveralls shall be provided to each mechanic.

Should the Board require some item of dress, equipment, or safety equipment be used or worn as a condition of employment, the Board shall provide the item.

Section 4

The Board shall maintain a minimum of \$5,000,000 public liability and personal damage insurance to protect the employees.

ARTICLE 10
SENIORITY

Section 1 - Definition and Purpose

Except as otherwise provided herein this Agreement, seniority is the length of continuous

service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

Section 2 - Retention of Past Seniority

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

Section 3 - Seniority Lists

Seniority lists shall be prepared as soon as possible after the date of this contract, and such lists shall be revised every six (6) months thereafter with notification of employee changes as they occur. A copy of such lists shall be given to the Union and copies thereof shall be posted on the employees' bulletin boards. Each list shall include seniority of each employee.

Each employee shall have the right to challenge the accuracy of the seniority reported for him/her in the first list posted for a period of thirty (30) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of ten (10) days after posting. If the accuracy of the list shall not be challenged within the time limit above, it shall be conclusively presumed that the lists are correct.

Section 4 - Loss of Seniority

Employment shall be terminated and employees shall lose seniority when they:

- a) Voluntarily quit;
- b) Are discharged for just cause;
- c) Absent themselves from work without notice for three (3) consecutive working days;
- d) Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- e) Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Section 5 - Seniority/Hire Date Determination

- A. Seniority shall not be accrued until the employee has completed the probationary period. Upon completion of the probationary period, the employee shall receive seniority credit from the first day worked and shall thereafter accrue seniority.
- B. In the event the probationary period begins on the same day for more than one employee in a work division, the seniority dates of those employees shall be determined by lot if and when it becomes necessary to break a tie in seniority. Such determination between one or more employees shall be permanent.

Section 6 - Supervision Returning to the Bargaining Unit

Any member of the bargaining unit at the time of promotion to supervision and who subsequently requests or is returned by management to the bargaining unit shall return to the

same class, seniority, and pay level s/he held prior to his/her appointment to supervision provided s/he does not displace any other employee and shall be placed in the first available position.

ARTICLE 11
VACANCIES, TRANSFERS AND POSTINGS

Section 1 - Vacancies and Postings

- A. When a vacancy occurs or a new position is created in the bargaining unit the position shall be posted for all bargaining unit members. All employees are eligible to apply by written note to the Transportation Supervisor. Should bargaining unit employees apply, the following criteria shall be considered in filling the position: qualifications and seniority.
- B. Trial Period: Any employee assigned to fill a vacancy as a result of his/her request to transfer or any employee receiving promotion shall be given up to a maximum of ten (10) working days to prove his/her ability to perform the required duties of the position. If unable to qualify as determined by the administration or if the employee is not satisfied with the job and wishes to return to his/her former position, the employee shall be returned, without prejudice, to his/her former position and previous rate of pay. On or before the tenth (10th) day of such trial period the employee's ability to do the required work must be evaluated by his immediate supervisor, who shall give consideration to the employee's willingness to work, his/her ability to do the required work, and his/her progress in achieving the skills he/she has had opportunity to learn. If the supervisor shall determine that the employee has not proved his ability to do the work required within the trial period, the employee next entitled to the job shall be granted trial period in turn until the vacancies are filled. No transferred employee who has successfully completed the ten (10) day trial period herein required in the classification in which the vacancy occurs shall be required to complete another trial period in the classification in which the vacancy occurs.
- C. Vacancies created by employees completing a trial period in a new position shall not be posted and shall be filled on a temporary basis until the employee completes the trial period.

ARTICLE 12
LAYOFF AND RECALL

Section 1 - Layoff

When any employee is laid off, the employee with the least seniority shall be laid off first. The Board shall provide employees with at least seven (7) calendar days notice of their intended layoff.

Section 2 - Recall

- A. Employees having the most applicable seniority will be the first recalled to jobs from

which they were laid off.

Any employee removed from his/her position because of reduction in staff who is recalled shall have the right to return to his/her former position without the job being posted if it becomes available within six (6) months of return.

- B. No bargaining unit vacancy shall be filled, except in case of emergency on a temporary basis, so long as any qualified laid off employee who is entitled to be recalled is on layoff status.
- C. Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board, by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice. The failure to report to work within the aforementioned time limit or the refusal of an offer of recall shall constitute the employee's resignation from employment.

ARTICLE 13 **PROBATIONARY PERIODS**

Section 1 - Length of Probation

- A. All employees begin the probationary period when assigned to a regular full or part time position. A casual relationship substitute or temporary employee (in a position not to exceed thirty (30) work days) or up to twelve (12) calendar months due to an extended leave pursuant to Article 6., Section 8. shall not be considered to be in a probationary period, nor considered officially hired.
- B. An employee is not officially hired unless he/she is to be assigned to a new or vacant position which shall be available thirty-one (31) work days or more.
- C. When an employee is officially hired and assigned a regular position the employee shall be on probation for ninety (90) work days. The employer may, at its option, extend the probationary period for an additional fifteen (15) working days by notifying the employee and Union of extension before the end of his/her initial probationary period.

The Union shall represent the probationary employee starting the thirty-first (31) work day in respect to rates of pay, wages, hours of employment and other conditions of employment. The employer shall be the sole judge of the qualifications of probationary employees for continued employment.

- D. During the probationary period, the employee is subject to discharge for unsatisfactory work as determined exclusively by the Board, subject to provisions of Article 13, Section 2.
- E. Should an employee be working as a substitute or temporary employee in a single position for at least thirty (30) work days and then be hired officially and be assigned that same position the original thirty (30) work days shall be applied to the probationary period.

Section 2 - Discharge While on Probation

The discharge of probationary employees shall not be subject to the grievance procedure.

ARTICLE 14 EXTRA WORK AND OVERTIME

Section 1- Overtime Equalization

Overtime opportunities shall be equalized among all bargaining unit mechanics.

Section 2 - Equalization

- A. Equalization chart shall be maintained and posted on a monthly basis.
- B. Employees on approved sick leave, or approved unpaid medical leave shall not be offered or charged hours in the equalization process if such leave is less than twenty-nine (29) consecutive calendar days.
- C. All employees on leave of any nature who have been unavailable for work for thirty (30) or more calendar days shall be placed on average overtime at the time of reinstatement to the overtime equalization list.
- D. All employees on leave of less than twenty-nine (29) days other than medical leave shall be charged the hours for which they were unavailable or refused.
- E. Employees who do not work their regular assignment because of illness shall not be allowed to work overtime on that day.

Section 3

In excess of forty (40) hours worked per week shall be paid at one and one-half (1 1/2) the regular rate.

Section 4

The work week shall be 12:01 a.m. Saturday through 12:00 midnight Friday for payroll purposes.

ARTICLE 15 RETIREMENT

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement. The Board reserves the right to require a mechanic to have a physical by a Board approved doctor certifying the mechanic's fitness to perform the assigned work if the Board has concerns regarding whether the mechanic can perform the essential job duties. The physical will be at the Board's expense.

ARTICLE 16
DISCIPLINE OF EMPLOYEES

Section 1

Employees may be disciplined, suspended, and discharged only for just cause. The employer shall utilize corrective, progressive, discipline in such cases and shall initiate action within thirty (30) days of becoming aware of an employee's conduct giving rise to such action. It is understood and agreed that corrective progressive discipline allows the Board to skip lower levels of discipline and impose higher levels of discipline, including discharge, so long as there is just cause for the discipline which is imposed based upon the employee's conduct or disciplinary history.

Section 2

In all cases involving disciplinary action or discharge, union representation shall be made available prior to such action, except in cases involving probationary employees.

ARTICLE 17
EFFECT OF LEGISLATION

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE 18
BARGAINING UNIT WORK

Section 1

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit.

Section 2

The Board shall not use non-unit employees to displace or reduce regular scheduled hours of unit employees. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

Section 3

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- a) Emergencies when unit employees are not immediately available, and
- b) Instruction training of employees

ARTICLE 19
STRIKES AND SANCTIONS

Section 1

Neither the Union nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended for any purpose whatsoever.

Section 2

The Union will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to continue the proper performance of his duties or who refuses to participate in any of the activities prohibited by Section 1.

Section 3

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

Section 4

The Board, in the event of violation of Sections 1 or 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Union.

ARTICLE 20
COMPENSATION, BENEFITS AND WORK DAYS

Section 1 - Wage Scales

Effective July 1, 2012, the following hourly wage rates shall apply as indicated through June 30, 2013.

Mechanic Pay Per Hour

2012-2013	
<u>Years Experience</u>	
0	\$16.88
1	\$17.36
2	\$17.69
3	\$18.06
4	\$18.30
5	\$18.78

Note: 2012-2013 wage scale is subject to adjustments as defined in the "Letter of Agreement 2012-2013 and 2013-2014 SEIU Mechanics Local 517M Wage Schedule" no later than June 1, 2013.

2013-2014

To be developed no later than June 15, 2013 pursuant to provision "IV" of the "Letter of Agreement 2012-2013 and 2013-2014 SEIU Mechanics Local 517M Wage Schedule".

SPECIAL RATES AND PAYMENT RULES

Attendance at Training Sessions: For term of contract, wage rate specified above in Section 1. if beyond eight hours work per day or overtime rate if Article 14., Section 3 is applicable.

For regularly scheduled vacation day pay the employee will be paid his/her regular classification rate regardless of any substitute assignment prior to or following the vacation day.

- A. Head Mechanic: Additional sixty cents (60¢) per hour to be added to appropriate mechanic's wage. The Head Mechanic shall be appointed by management considering relevant qualifications. There shall be no head mechanic if there is a mechanic's supervisor.
- B. Years of experience shall be based on years of regular work in the mechanic division. Experience level movement on the wage scale shall occur on the January 1 or July 1 following each 12 month period of work unless delayed pursuant to Article 6., Section 9., A. or B or because the collective bargaining agreement was expired at the time such movement would have occurred.
- C. Should a regular shift for mechanics be instituted which has as its regular starting time 1:00 p.m. or later, a shift differential of fifteen cents (15 cents) per hour shall be paid.
- D. Should any mechanic be called for overtime, except as extension of the regular work hours, the employee shall be paid for a minimum of two (2) hours.

Section 2 - Work Days and Holidays

- A. Mechanics shall be classified as twelve (12) month employees and shall be expected to work each day the Central Administration Offices are open Monday through Friday except on an "additional holiday" as specified below in "D., 2.". The Central Office shall be considered to be open when the office is open to public business regardless of the extent or nature of staff actually working in that building or in any other District building.
- B. On days when the Central Administration Offices are officially closed to public business on normal work days, by the superintendent or his/her designee because of weather or emergency conditions, mechanics shall not be required to work but shall receive their normal wages. If called to work or mechanic reports to work before learning of the closure because of the above reasons, they shall be paid at two and one-half (2½) times the regular rate.
- C. Mechanics shall be expected to report as usual on days when the Central Administration Offices are open but school is canceled for students.
- D. Holidays:
 - 1.) Mechanics shall not be required to work on the holidays listed below but shall receive their regular wage if the holiday falls on a Monday through Friday. If the

holiday falls on a Saturday or Sunday the mechanics shall be given the Monday after or Friday before off with pay:

July 4	Christmas Day
Labor Day	Day before New Years Day
Thanksgiving Day	New Years Day
Day after Thanksgiving	Memorial Day
Day before Christmas	

- 2.) In addition to the holidays listed above, mechanics shall be allowed three additional holidays per year. These three holidays will be determined by mutual agreement of the Transportation Supervisor and the majority of the mechanics. The holidays must be scheduled on days when students are not scheduled for classes.

E. Vacations:

- 1.) Based on years of service, mechanics will earn credits towards vacation with pay in accordance with the following schedule. Vacation time is determined as of June 30 each year and is available to be used the following July 1 - June 30.

Employment as a District Mechanic

- a. less than one year
- b. one year or more but less than six years
- c. six years or more but less than twelve years
- d. twelve years or more but less than fifteen years
- e. fifteen years or more

Vacation Days

- number of days from proration scale
- 10 days
- 15 days
- 20 days
- 22 days

Proration Scale

<u>First Day of Work</u>	<u>Days Earned</u>	<u>First Day of Work</u>	<u>Days Earned</u>
June	0	December	5.5
May	1.5	November	6.5
April	2.5	October	7.5
March	3.0	September	8.0
February	4.0	August	9.0
January	5.0	July 16 - 31	9.0
		July 4 - 15	9.5
		July 1 - 3	10.0

- 2.) All vacations during June, July, and August which are to be for two (2) or more consecutive work days must be scheduled by June 1.
- 3.) The Administration shall have the right to deny vacation use at any time during the year when to allow vacation would result in the work force being undermanned. If the vacation is scheduled and approved at least thirty (30) work days in advance it cannot be canceled.
- 4.) Conflicts in vacation schedules shall be settled by seniority but not to conflict with item "3)" above.
- 5.) Carry over of vacation days from one school year to another shall not be

allowed. Unused vacation days shall be converted to sick days.

Section 3 - Employee Benefits

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage until the beginning of the month following thirty (30) days of work in a regular assignment and until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. Notwithstanding anything contained in this Master Agreement, all insurance benefits are subject to the terms and conditions of the applicable policy.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the board on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

- A. **Group of Employees for Insurance Benefits** shall be as follows:
- I Mechanics scheduled for and working (including paid leave) eight (8) regular hours per day
 - II. Mechanics scheduled for and working (including paid leave) four (4) or more regular hours per day but less than eight (8) hours
- B. **Long Term Disability:** All employees in Groups I and II shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages.

Long Term Disability Insurance: Will include the following provisions:
 66 2/3% of salary after ninety (90) calendar days qualifying period
 24 hour coverage, immediate employee eligibility
 Pre-existing conditions, limitation waived

Social Security freeze with family offset
 50% maximum offset to benefit of wages
 Six (6) months before new waiting period is required
 Premium paid during waiting period for L.T.D. and
 premium waiver for persons qualifying for L.T.D.
 L.T.D. after ninety (90) days
 Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

C. **Medical Insurance**

- 1) Group I employees: At the option of each employee and as selected in writing by each employee, the Board shall provide the HealthPlus HMO HDHP 05/YK/RX/XG or PPO HDHP 2G RX/QY medical plan or MESSA Choices II \$200/400, \$10 OV, Saver RX medical plan if MESSA allows HealthPlus to coexist with MESSA. Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more than the following for annual cost of medical insurance during the 2012-2013 and 2013-2014 school year.

2012-2013

- \$5,500 for single person coverage
- \$11,000 for individual and spouse coverage or two-person coverage
- \$15,000 for family coverage

2013-2014

- \$5,692.50 for single person coverage
- \$11,385 for individual and spouse coverage or two-person coverage
- \$15,525 for family coverage

The Board's premium obligation shall be capped at the 2012-2013 Board-paid premium contribution amounts for the medical plan until a successor agreement covering the 2013-2014 school year is reached.

- 2) Group II employees: Same coverage as provided to Group I. Board paid contribution limited to one-half (1/2) the premium rate.
- 3) On a schedule to be determined by the Board after consultation with the Union, employees will make payment of their portion of the monthly premium through payroll deduction.
- 4) Employees are not entitled to medical insurance provisions if employee is covered by another insurance policy or is restricted by the insurance carriers minimum hours provision.

In order to qualify for medical insurance, employees who are married must provide the District with a written statement that their spouse is either not employed or employed. If employed, the employee must indicate whether the spouse is self-employed or not. If a spouse is unemployed or self-employed, the employee is eligible for medical benefits pursuant to related contract provision. If a spouse is employed other than by self-employment, the spouse's employer must be asked to supply the District written verification that either the spouse has no medical insurance, the employer cannot drop the spouse's medical insurance, or that the spouse cannot drop his/her medical insurance without also losing dental and/or vision coverage; in such cases the

employee is eligible for medical benefits pursuant to related contract provision. If the employer refuses to supply such written verification, the District will contact the employer to request such verification and to confirm that no such verification will be forthcoming; medical benefits will be provided while the District seeks such confirmation.

- 5) Employees who qualify according to rules and underwriting guidelines of the insurance carrier shall have the option of purchasing the following:
 - a) Supplemental Term Life Insurance including Accidental Death and Dismemberment insurance and Seat Belt Coverage
 - b) Dependent Term Life Insurance including Accidental Death and Disbursement Insurance and Seat Belt coverage.

D. **Life Insurance**

* Group I	\$15,000
Group II	\$ 8,000

- * Mechanics employed prior to July 1, 1997, shall receive \$20,000 of coverage.

E. **Dental Insurance**

- 1) The Board shall provide Group I employees dental insurance providing 80% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$2000 per year for Class I, Class II, and Class III. The maximum lifetime payment for Class IV is \$1000 per eligible person.
- 2) The Board shall provide Group II employees dental insurance providing 50% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$2000 per year for Class I, Class II, and Class III. The maximum lifetime benefit for Class IV is \$1000 per eligible person.
- 3) If any Group I employee has a spouse enrolled in a coordinating plan through the District or through another employer, s/he shall be enrolled in the 50% plan described above.

F. **Optical Insurance**

- 1) The Board shall provide Group I employees a vision plan comparable to the VSP 3 plan.
- 2) The Board shall provide Group II employees a vision plan comparable to the VSP 1 plan.

G. **Years of Service Payment**

- 1) Years of service payment shall be based on years of continuous service as an

employee of the district in a regular employee position.

- 2) Employee must be employed as of June 1 of the fiscal year.
- 3) No proration of benefits
- 4) Benefit class based on regular employment for the majority of the sixth month prior to June 1

- 5) To be paid June 30:

	All Full-Time 12 Month <u>Mechanics</u>
5-7 years	\$300
8-11 years	\$350
12-15 years	\$375
16+ years	\$400

H. **Mechanics (Group I) Retirement:** Upon retirement the employee shall be paid \$200 if the employee has worked for the district at least ten (10) years. In addition, the Board will pay \$20 per year above the ten (10) year level upon retirement.

I. Upon retirement or voluntary termination, an employee with a minimum of ten (10) years service shall be granted fourteen and one-half dollars (\$14.50) for each accumulated sick leave day (day equals 8 hours), not to exceed the accumulation limits set forth in Article 6, Section 2, paragraph C.

ARTICLE 21
TERM OF AGREEMENT, SPECIAL PROVISIONS
AND RE-OPENER PROVISION

Section 1

This Agreement shall become effective on the 1st day of July, 2012 and shall remain in full force and effect without change, addition, or amendment until the 30th day of June, 2014.

Section 2

Notice of intent to reopen this Agreement for purposes of negotiating a successor Agreement as to wages, hours and conditions of employment shall be given in writing by the party desiring to reopen the Agreement on or before April 15, 2014, and negotiations shall commence as soon thereafter as feasible.

Section 3

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 that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly 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 subjects or matters 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.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

Section 4

The Board shall pay the cost of printing the Agreement. One copy shall be provided each employee. A maximum of ten (10) copies shall be provided to the Union Office.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, Local 591
AFL-CIO**

**BOARD OF EDUCATION
OF THE LAPEER COMMUNITY
SCHOOL SYSTEM**

By _____
Coordinator, Region 4, Local 517M

By _____
Mike Keller, President

By _____
Michael Bastien
Unit Chairperson

By _____
John P. Nugent, Secretary

**APPENDIX A
JOB DESCRIPTIONS**

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** Head Mechanic
- II. REPORTS TO:** Under direct supervision of the Director of Transportation
- III. GENERAL DESCRIPTION OF POSITION:**
This classification is responsible for the bus maintenance of the district bus fleet, grounds equipment vehicles, and other school vehicles, to schedule all work and duties of district mechanics that are assigned to transportation, and use his capacities to the school's best interest.
- IV. QUALIFICATIONS:**
- A. Be able to maintain good relationship and responsible attitude with drivers
 - B. Be able to train and instruct all mechanics in all phases and systems of mechanical work and evaluate their performance for accepted standards in each area of responsibility
 - C. Be proficient in motor work, brake work, electrical systems, wheels, and body and chassis work for both diesel and gas vehicles
 - D. Be able to initiate and maintain a recordkeeping system so that a detailed analysis of each bus and cost of maintenance is readily available
 - E. Be able to diagnose mechanical problems on and off the road, so as to keep all units operating and functioning at maximum efficiency and safety and at a minimum cost
 - F. Must have a valid Michigan Commercial Driver License and be capable of driving a school bus with students per relevant contract language
- V. ESSENTIAL JOB FUNCTIONS:**
- A. Order parts and supplies with the assistance of the Director of Transportation. Keep sufficient inventory to keep work flow moving.
 - B. Maintain good housekeeping in garage and outside in the bus yard.
 - C. Conduct systematic inspections of all systems.
 - D. Road test school buses and school vehicles after repairs.
 - E. Maintain records of repairs on all school vehicles.
 - F. Work in conjunction with State Police to facilitate the annual school bus inspection.
 - G. Prepare payroll for mechanics.
 - H. Work with the Director of Transportation in school bus specifications on purchasing of new vehicles.
 - I. Attend training workshops on preventive and safety maintenance on school bus chassis.
- VI. AUXILIARY JOB FUNCTIONS:**
Perform other related duties, or duties considered by the Director to be non-exclusive bargaining unit work, as assigned by the Director or his/her designee.

LAPEER COMMUNITY SCHOOLS

- I. JOB TITLE:** School Bus Mechanic
- II. REPORTS TO:** Under the direct supervision of the Head Mechanic with respect to the day-to-day operation of the garage and in his absence the Director of Transportation
- III. GENERAL DESCRIPTION OF POSITION:**
This classification is responsible for the day-to-day maintenance and repair of the district's transportation fleet in a safe operating condition with respect to local, county, and state requirements.
- IV. QUALIFICATIONS:**
- A. Be proficient in motor work, brake work, electrical systems, wheels, and body and chassis work for both diesel and gas vehicles
 - B. Be able to diagnose mechanical problems on and off the road, so as to keep all units operating and functioning at maximum efficiency and safety and at a minimum cost
 - C. Must be able to be the "lead mechanic" when he is the senior mechanic on duty, in the "head mechanic's" absence
 - D. Must be responsible for protecting school system property and securing all buildings and yards under transportation control
 - E. Must attend all required schools and meetings as deemed necessary by the transportation supervisor
 - F. Must have a valid Michigan Commercial Driver License and be capable of driving a school bus with students per relevant contract language
- V. ESSENTIAL JOB FUNCTIONS:**
- A. Make repairs utilizing gas and electric welding
 - B. Repair and maintenance of diesel and gasoline engines
 - C. Repair and maintenance of electrical systems
 - D. Repair and maintenance of suspension and handling systems
 - E. Repair and maintenance of transmissions and drive trains
 - F. Repair and maintenance of interiors
- VI. AUXILIARY JOB FUNCTIONS:**
Perform other related duties, or duties considered by the Director to be non-exclusive bargaining unit work, as assigned by the Director or his/her designee.

**APPENDIX B
LETTER OF AGREEMENT
ATTENDANCE IMPROVEMENT PROGRAM**

The following Attendance Improvement Program is provided to address the issue of chronic and excessive poor attendance by employees should such attendance develop. The program may be modified by mutual agreement of Lapeer Community Schools Administration (Administration) and SEIU Mechanics.

Background: It is recognized that occasionally employees have long-term personal or family health and welfare issues that require them to be away from work for extended periods. Employees in this type of situation may qualify for leave under the Family Medical Leave Act (FMLA) for up to twelve weeks to address their needs. The District, in its *Master Agreement* with SEIU MECHANICS, also provides for liberal paid and unpaid leave for personal illness and several other causes as listed in the Agreement.

Notification of excessive absence: Employees not covered by FMLA or not on approved long-term unpaid leave, who have exceeded of twelve (12) days absent consisting of any combination of paid sick days and/or unpaid days in one school year, will receive written warning that their absence from work is excessive. The employee may ask for a review of his/her attendance with the Executive Director of Operations; if circumstances warrant as determined by the Executive Director, the written warning may be removed and disregarded. Further, an employee may also be considered excessively absent if a pattern develops regarding a specific aspect of his/her job (such as Friday absences).

Chronic excessive absence: Employees who have been determined to be excessively absent twice within a three-year period will be considered chronic. Those employees will be placed on an attendance improvement plan.

Attendance Improvement Plan: The Attendance Improvement Plan will be established to regularly review the employee's attendance. The employee will meet with the Director of Transportation after every quarter (45 workdays) and review attendance. If the employee has used more than two (2) sick or non-paid days not covered by FMLA in a quarter the employee will be subject to progressive disciplinary action starting with written reprimand. The second step will be imposed when the employee exceeds two days absence in a subsequent quarter or exceeds six days in the school year. The second step will be a suspension of two days without pay. The third step will be imposed when the employee exceeds two days absence for a third quarter or exceeds ten days in a school year while the plan is in effect. The third step will be a ten-day suspension without pay. The fourth step will be imposed if the employee exceeds two days in a fourth quarter or exceeds fifteen days in a school year. The fourth step will be Superintendent review of a recommendation for discharge. An employee on an Attendance Improvement Plan will not be granted any extended unpaid leave except those that are required to be granted by law or the Agreement.

The employee's attendance will be reviewed at the end of the year. If the employee has received any disciplinary action pertaining to attendance during the year the plan will continue for the next school year. If the employee goes on an approved extended leave (in excess of five days) as required by law or the Agreement, the plan will be extended for a duration equal to said extended leave.

Once an employee has completed an attendance improvement plan the employee will be expected to maintain good attendance. Should an employee meet criteria to be placed on an attendance improvement plan a second time the plan will begin with the second step (two days suspension without pay) and progress from there.

**LETTER OF AGREEMENT
JOINT LABOR MANAGEMENT (JLM)**

The parties agree that Joint Labor-Management Committee should be formed and should continue to operate during the term of this contract. The Committee would consist of two (2) employees appointed by the Union and two (2) persons appointed by the Board. The Committee may meet on a monthly basis as mutually agreeable. Either the Board or Union may send alternate, substitute representatives. Either party at its discretion may request additional meetings beyond the regularly scheduled meetings. Such meeting attendance is unpaid unless it is during the employee's scheduled work time.

For the Board

For the Union

Date

Date

**LETTER OF AGREEMENT
RE: EMPLOYER HEALTH SAVINGS ACCOUNT CONTRIBUTIONS**

WHEREAS, P.A. 152, the Publicly Funded Health Insurance Act, provides for certain limitations on the amount that public employers may contribute toward the annual cost of medical benefit plans that cover their employees; and

WHEREAS, the Act will affect Lapeer Community School Employees beginning July 1, 2012, and

WHEREAS, certain employees of the District work and get paid year-round; and

WHEREAS, as to such year-round employees, the Union has requested that the District make employer contributions to health savings accounts that will be available to eligible bargaining unit members who elect the high deductible plans that will go into effect July 1, 2012, and

WHEREAS, subject to the District's obligations to comply with P.A. 152 and the Internal Revenue Code, the District is prepared to assist bargaining unit members eligible for high deductible health plan coverage who are working year-round to address medical expenses incurred within the deductible of the high deductible health plans by making employer contributions to their health savings accounts, the following is hereby agreed.

THE PARTIES indicated below agree that, subject to the requirements of P.A. 152 and the Internal Revenue Code and only if the SEIU-Mechanics 2012-2013 collective bargaining agreement is effectuated prior to July 1, 2012, each employee represented by SEIU-Mechanics who participates in a high deductible health plan offered by the District shall have the option, effective July 1, 2012, of either (1) paying a lower share of the premium for high deductible health plan coverage and foregoing any employer contribution to his/her health savings account; or (2) paying a higher share of the premium for high deductible health plan coverage and receiving an employer contribution to his/her health savings account.

FURTHER, each employee's selection of such option shall be provided in writing to the District within three (3) workdays of being provided a form on which to make such a selection, but no later than June 30, 2012, and that this selection is irrevocable for the 2012-2013 school year.

FINALLY, it is agreed that this letter of agreement will be in effect for the 2012-2013 school year and may be continued thereafter only with the express written agreement of both parties indicated below.

For the Board

For the Union

Date

Date

**LETTER OF AGREEMENT
2012-2013 and 2013-2014 SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M
(SEIU – MECHANICS) WAGE SCHEDULE**

WHEREAS, the Board adopted a balanced budget for the 2012-2013 school year that is predicated upon the following: a projected \$7046 per pupil state allocation inclusive of the monies provided for “best practices”/MPERS offset in addition to the base foundation allowance (FGA); the District's MPERS contribution rate being that which was determined by the Office of Retirement Service (ORS) and which was posted by the ORS February 14, 2012 (i.e. 27.37%); and compensation reductions for all employees, and

WHEREAS, the 2012-2013 budget also is predicated upon 5936 students (exclusive of Lapeer Virtual Learning Center students) which represents a projected loss of 132 students district-wide from the State Aid count of the 2011-2012 school year, and

WHEREAS, said budget was adopted in order to avoid deficit spending in 2012-2013, and

WHEREAS, it is a mutual interest to minimize the compensation reduction should District economic conditions improve as the result of a per pupil state allocation in excess of \$7046 per pupil and/or a 2012-2013 State Aid FTE student enrollment of more than 5936 and/or a MPERS contribution rate of less than 27.37%, and

WHEREAS, the parties indicated below will minimize the reduction in base wages of members of the SEIU - Mechanics Unit premised on the District receiving \$7158 per pupil funding in 2012-2013 and premised on 2012-2013 State Aid FTE student enrollment of at least 5915.7 inclusive of students enrolled at a traditional LCS school taking at least 4 non-virtual courses per term at one of the traditional schools but exclusive of all other Lapeer Virtual Learning Center students.

WHEREAS, the parties have agreed that the 2012-2013 SEIU - Mechanics Unit's Wage Schedule shall be 5.78% less than the 2011-2012 SEIU - Mechanics Unit's Wage Schedule and that the 2013-2014 SEIU - Mechanics Unit's Wage Schedule shall be 5.78% less than the 2011-2012 SEIU - Mechanics Unit's Wage Schedule, both being subject to any adjustments based on changes in 2012-2013 District revenue and/or 2012-2013 District MPERS expenditures as referenced below.

Therefore, the parties indicated below hereby agree to the following:

- I. 2012-2013 Wage Schedule
To reflect the cumulative \$1,075,624 referenced below in "II" and "III", the 2012-2013 wage schedule is 5.78% less than the 2011-2012 wage schedule. These calculations and cost saving provisions are specified in the enclosed "Attachment A and B".

If, prior June 1, 2013, the District determines that the cumulative \$1,075,624 referenced herein and in "Attachment A" and "Attachment B" is more than that amount, the additional amount will be calculated as a percentage of wages with such calculation being consistent with the method utilized in "Attachment A". Such additional amount would be paid to each employee, equally divided between remaining pays in 2012-2013.

If, prior to June 1, 2013, the District determines that the cumulative \$1,075,624 referenced herein and in "Attachment A" and "Attachment B" is less than that amount, the lesser amount will be calculated as a percentage of wages with such calculation being the method utilized in "Attachment A". Such lesser amount would be deducted from each employee's pay equally divided between remaining pays in 2012-2013 and 2013-2014. If such a determination is made following the mid-school year resignation of an employee, such negative amount will be paid by the employee to the District by check or money order or, if applicable, such negative amount will be deducted from severance payment(s).

- II. Additional District Revenue
Additional revenue of \$519,238 beyond that which was built into the General Fund Budget adopted by the Board June 7, 2012 was calculated as indicated in "Attachment A" and the related payroll percentage (1.41%) will be factored into the 2012-2013 wage schedule.
- III. Reduced District MPERS Expenditures
MPERS expenditures of \$556,386 less than was built into the General Fund Budget adopted by the Board June 7, 2012 was calculated as indicated in "Attachment B" and the related payroll percentage (1.51%) will be factored into the 2012-2013 wage schedule.

IV. 2013-2014 Wage Schedule

If the cumulative total of \$1,075,624, as combined above in "II" and "III" was the actual amount achieved in 2012-2013 and if said amount is on-going into 2013-2014, the 2013-2014 wage schedule will be 5.78% less than the 2011-2012 wage schedule. If the cumulative total was less than \$1,075,624, as referenced above in "II" and "III", the 2013-2014 wage schedule will be further decreased by the calculated percentage. For example: If the cumulative total, as referenced herein, was \$891,532 then the 2013-2014 wage schedule would be 6.28% less than the 2011-2012 wage schedule. If the cumulative total was on-going and more than \$1,075,624, as referenced above in "II" and "III", the 2013-2014 wage schedule will be increased by the calculated percentage. For example: If the cumulative total, as referenced herein, was \$1,259,716 then the 2013-2014 wage schedule would be 5.28% less than the 2011-2012 wage schedule.

If the cumulative total, referenced above in "II" and "III", is not on-going into 2013-2014 then the amount that is not on-going will be calculated as a percentage of wages or wages with such calculation being consistent with the method utilized in "Attachment A" (i.e. amounts for total wages, FICA, and MPSERS may vary from 2012-2013, but the calculation method utilized in 2012-2013 will remain the same). Said percentage would be added to the 5.78% referenced herein, and the resultant total percentage would be the amount that the 2013-2014 wage schedule is less than the 2011-2012 wage schedule.

- V. Further, in the event of any dispute regarding any matters referenced herein, including but not limited to disputes arising under any and all prior agreements superseded by this letter of agreement, such dispute(s) will be resolved by either Plante & Moran or the Michigan School Business Official executive staff, as determined by the Board, as an independent party familiar with retirement actuarial assumptions, other factors, and related calculations. Such dispute resolution would include the ultimate and final determination regarding 2012-2013 wage schedule and/or 2013-2014 wage schedule being made by the independent party referenced above. Therefore, any and all matters pertaining to this letter of agreement, including disputes arising under any and all prior agreements superseded by this letter of agreement, shall not be subject to the grievance procedure.

It is hereby agreed that in determining the above-referenced calculations, standard rounding procedures will be used to round numbers to the nearest thousandths (i.e. 1.3478 is rounded to 1.348; 1.3474 is rounded to 1.347), and in determining the above-referenced employer MPSERS contribution rate and increase in wage, standard rounding procedures will be used to round numbers to the nearest hundredths.

VI. Prior Agreements

During negotiations for the 2012-2013 school year, the District and the SEIU - Mechanics Unit entered into the following letters of agreement:

- a. The District and the SEIU - Mechanics Unit agreed in a letter of agreement titled LETTER OF AGREEMENT RE: 2012-2013 WAGE SCHEDULE ("Wage Schedule Agreement") dated June 5, 2012 that if the District extends to any bargaining unit other than the SEIU - Mechanics Unit a 2012-2013 total pay package that does not equate to at least an 8.7% reduction to that unit's 2012-2013 wage schedule compared with its 2011-2012 wage schedule after factoring in negative economic effect of MCL 423.215b, the SEIU - Mechanics Unit wage schedule will be increased by the percentage (or fraction thereof) that the other bargaining unit's total pay package does not equate to at least an 8.7% reduction on that bargaining unit's wage schedule. The Wage Schedule Agreement applies only to the 2012-2013 collective bargaining agreement, notwithstanding any extension or renewal, and shall not apply to any subsequent agreement unless expressly provided therein.
- b. The District and the SEIU - Mechanics Unit agreed in a letter of agreement titled MPSERS – RELATED LETTER OF AGREEMENT 2012-2013 WAGE SCHEDULE ("MPSERS Agreement") dated June 5, 2012 that all wage reductions should be adjusted if the District's MPSERS contribution rate is lower than projected.

VII. Wage Schedule Agreement Satisfied and Exhausted

The parties recognize that the District has negotiated contracts with the American Federal, State, County, and Municipal Employees, Lapeer Education Association, Lapeer Educational Support Personnel Association, Lapeer School District Administrators' Association, Lapeer Transportation Association, Service Employees' International Union – Food Service Personnel Unit, and Service Employees' International Union – Mechanics'

Unit settling the total compensation package for the 2012-2013 school year for each unit. Additionally, the parties recognize the following:

- a. The terms of the Wage Schedule Agreement will not extend beyond the 2012-2013 school year;
- b. The District has made its contracts with its other bargaining units available to the SEIU - Mechanics Unit and the SEIU - Mechanics Unit has reviewed the contracts; and
- c. Prior to signing this Letter of Agreement, the SEIU - Mechanics Unit has had an opportunity to examine fair and accurate calculations of the total pay package reductions accepted by each of the District's bargaining units for the 2012-2013 school year.

It is hereby agreed that the District has fully satisfied, exhausted, and complied with its obligations under the Wage Schedule Agreement.

VIII. MPSERS Agreement Satisfied and Superseded

It is hereby agreed that the District has fully and completely satisfied, exhausted, and complied with its obligations under the terms of the MPSERS Agreement arising out of the MPSERS expenditure adjustment described in paragraph III.

It is further agreed that the terms of the MPSERS Agreement are completely and entirely superseded by the terms of this Agreement and are hereby rendered null and void and of no further effect, notwithstanding any prior oral or written agreements, promises, or representations to the contrary.

For the Board

For the SEIU - Mechanics Unit

Date

Date

Attachment A

Additional Revenue

	<u>FGA</u>	<u>FGA</u>	<u>FGA</u>
2012-13 Foundation Grant Allowance (FGA)	\$6,846	\$120	\$6,966
additional money:			
Best practices			\$52
MPSERS offset credit			\$100
Academic Achievement			\$40
			<u>\$7,158</u>
Budgeted FGA			\$7,046
"Additional" monies received over budgeted			\$112
Calculation "A"		Add'l Rev	\$112
		Budgeted FTE	5,936.0
Total Calculation "A"			<u>\$664,832</u>

	<u>FTE</u>	<u>FTE</u>
Audited October 2012 count	5,918.68	
less LCVC	17	
Net October 2012 count	<u>5,901.68</u>	
% October	90.0%	5,311.51
Feb. Count	6,041.48	
% February count	10.0%	604.15
Actual Fall 2012-13 Count -Budget		<u>5,915.66</u>
Prior year Actual State aid count		6,068.00
Projected loss of students		132.00
Budgeted count for 2012-13		<u>5,936.00</u>
Actual student decrease		5,915.66
Projected loss of students for budget		5,936.00
Net Increase in student loss over budgeted		<u>(20.34)</u>
Calculation "B"		(20.34)
		<u>\$7,158</u>
Total Calculation "B"		<u>(\$145,594)</u>
Net A+B+C (zero) =		<u>\$519,238</u>
One percent of total wages	\$27,680,896	\$276,809
	FICA 7.65%	\$21,176
10-21-12	MPSERS 25.36%	\$70,199
		<u>\$368,184</u>
		<u>1.41</u>

Detail of Student enrollment

	<u>Feb 2011</u>	<u>Oct 2011</u>	<u>Feb 2012</u>	<u>Oct 2012</u>
4th Friday count	6,079.00	6,027.00	5,997.00	5,871.15
less LVLC			0.00	17.00
Subtotal	6,079.00	6,027.00	5,997.00	5,854.15
add: adult ed/early childhood	60.69	42.05	51.55	40.48
P-Non Public	16.65	19.52	19.52	17.05
Net 4th Friday count	6,156.34	6,088.57	6,068.07	5,911.68
State Aid status report	6,128.26	6,068.13	6,041.48	<u>5,901.68</u> conv FTE

Attachment B

MPSERS

	<u>Rate</u>
2012-13 MPSERS amount per February 14 2012 letter	27.37%
estimated revised rate -Sept 2012 (subject to litigation)	25.36%
preliminary Reduction in rate	2.01%
reduction factor in agreement (1.3478) switched to actual (1.330)	1.33
Net percentage on salaries	1.51%
Total MPSERS savings (\$27,680,896 x 2.01%)	\$556,386

**LETTER OF AGREEMENT
RE: DUES COLLECTION**

This agreement is entered into on the date(s) set forth below by and between the Board of Education of the Lapeer Community Schools ("Board") and the Mechanics Service Employees International Union ("Association").

Recitals

Whereas, pursuant to PA 53, Section 423.210 of the Public Employment Relations Act prohibits a public employer from assisting a labor organization in collecting dues or service fees from wages of public school employees, and

Whereas, the parties understand there to be a dispute(s) as to the validity, constitutionality, and/or enforceability of PA 53 currently working its way through the Federal judicial system. This matter is captioned *Bailey v Callaghan*, Case No 12-1803, and is currently pending before the Sixth Circuit Court of Appeals. Prior to the appeal, Judge Hood of the United States District Court for the Eastern District of Michigan instituted a preliminary injunction against the enforcement of PA 53 in Case No. 12-cv-11504. The parties understand that, at the time of this agreement, the injunction continues to prevent the enforcement of PA 53, and

Whereas, the parties to this agreement are not directly involved in such disputes, and

Whereas, the parties indicated below wish to memorialize their understanding of what will occur if any or all of PA 53 is enjoined, declared unconstitutional, or otherwise determined to not be in effect at the time the 2012-2014 Master Agreement is effectuated or if Section 423.210 of the Public Employment Relations Act is permanently repealed by future legislation.

NOW, THEREFORE, THE BOARD AND ASSOCIATION AGREE AS FOLLOWS:

If PA 53 is permanently enjoined, declared unconstitutional, or otherwise determined not to be unenforceable as currently written as of November 30, 2012, the District shall continue to collect dues and fees pursuant to Article 3 of the 2011-2012 Master Agreement to the extent permitted by law and shall continue doing so until such time as such collection is prohibited by PA 53 or other applicable law(s) or until the injunction in *Bailey v Callaghan*, Case No 12-1803 (6th Cir.) is dissolved.

**BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS**

Dated: _____, 2012

By: _____
Its: _____

**Service Employees International Union
Local 517M Mechanics**

Dated: _____, 2012

By: _____
Its: _____

By: _____
Its: _____