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## AGREEMENT

This Agreement, entered into on this \_thirteenth day of October, 2008, between the Mason County Central School District, which is the Employer, (hereinafter referred to as the "Board") and the employees specified in Paragraph 1 of the Recognition section, affiliated with Council #25, A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the "Union").

NOTE: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

\* Language and wage changes made during contract opening for year three, 2010-2011 school year, and approved by the Board of Education on May 19, 2010, are indicated with an asterisk (\*).

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

To these ends, the Board and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I  
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Board as certified:

"Custodial and Maintenance Staff, Food Service Employees, Bus Drivers and Mechanics; excluding supervisors, substitutes and all other school personnel".

ARTICLE 2  
AID TO OTHER UNIONS

The Board will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3  
AGENCY SHOP

(a) Union Members At Time Agreement is Effective: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the union or pay a representation fee to the Union equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement. Such

condition shall be required for the duration of the Agreement.

(b) Non-Union Members After Effective Date of Agreement: Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership, commencing the thirtieth (30<sup>th</sup>) day after the effective date of this Agreement. Such condition shall be required for the duration of this Agreement.

(c) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues or representation fees.

(d) The Board shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues or representation fees.

#### ARTICLE 4

##### UNION DUES AND INITIATION FEES

(a) Payment by Check-off: Union members shall tender the initiation fee and monthly membership dues by signing the authorization for check-off of dues or service fee form.

(b) Check-off Form: During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues or service fee, as provided by the Union, subject to advance approval of the Board, the Board agrees to deduct Union membership dues or service fees levied in accordance with the constitution and by-laws of

the Union from the pay of each employee who executes or has executed an authorization for check-off of dues or service fees form.

(c) When Deductions Begin: Check-off deductions under all properly executed authorization for check-off of dues or service fee forms shall become effective at the time the application is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

(d) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officers of Michigan Council #25, along with a list from whom dues or service fees have been deducted, as soon as possible after the second pay of the month.

(e) Termination of Check-off: An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The Local Union will be notified by the Board of the names of such employees following the end of each month in which the termination took place.

(f) Disputes Concerning Membership: Any disputes arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Board and a representative of the Local Union and, if not resolved, may be decided at the final step of the grievance procedure.

(g) The Union shall indemnify the Board and hold it harmless against any loss or claim for damages resulting from the payment to the Union of any sums deducted under this Article and, in the event any citations or claims are commenced against the Board to

recover from it any sums deducted under this Article, the Union shall intervene and defend against such action or claim.

ARTICLE 5  
BOARD RIGHTS

(a) It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board, without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business of school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.

(b) The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

(c) The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

## ARTICLE 6

### CONTINUITY OF OPERATION

The Union and the Board recognize that strikes and other forms of work stoppages by employees or lockout by the Board are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slow-down, or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. Any employee or group of employees who willfully violates this Article may be disciplined forthwith, up to and including discharge, without recourse to any grievance procedure.

In the event the Union does not adhere to or abide by this provision, it shall be liable for any and all damages, injuries and costs incurred by the Board.



## ARTICLE 7

### SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Unit Chairman and the Superintendent, or designated representative, upon the request of either party. Such meetings shall be between no more than two (2) representatives of the Union and two (2) representatives of the Board, unless otherwise mutually agreed upon. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at least two (2) days prior to the date of the conference. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time and place. If scheduled during regular working hours, the members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union and/or a designated representative of the Board.

(b) The Union representative may meet at a place designated by the Board or its representative on the Board's property for at least one-half hour immediately preceding the special conference with the representatives of the Board for which a written request has been made.

## ARTICLE 8

### GRIEVANCE PROCEDURE

(a) Purpose: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problem of the parties to this Agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at

each level of the procedure and nothing contained herein shall be construed as limiting the right of any employee with a complaint to discuss the matter informally with any appropriate member of the administration.

(b) Structure: Stewards and Alternate Stewards - There shall be one steward and one alternate steward for each classification. However, the alternate steward will function only in the absence of the regular steward. The Unit Chairman has a responsibility to inform the Board, in writing, as to the names of the stewards and alternate stewards and their classifications and to keep such list up to date. The Board will not be obligated to recognize a steward until it has received this information from the Union.

Stewards may investigate and present grievances during their working hours, providing they receive advance permission from the Superintendent.

Board Representatives: The Board hereby designates the following representatives to function at the appropriate step of the grievance procedure as hereinafter described:

Step One - Employee's immediate supervisor.

Step Two – Superintendent's designated representative

Step Three - Superintendent of Schools or designated representative

Step Four - The Board or its designated representative

(c) Definition: A grievance shall mean a complaint by an employee that there is an alleged violation of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

Probationary or temporary employees who are discharged or disciplined shall not

have recourse to this grievance procedure.

The time limits as provided for in this grievance procedure, unless otherwise specified, shall be calendar days.

The term "employee" includes any individual employee or group of employees who are members of the bargaining unit covered by this Agreement.

Written grievances as required herein must contain the following:

1. It must be signed by the grievant or grievants.
2. It must be specific.
3. It must contain a synopsis of the facts giving rise to the alleged violation.
4. It must quote at length the section or subsection of the contract alleged to have been violated.
5. It must contain the date of the alleged violation.
6. It must specify the relief requested.

The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, the time limits may be extended, in writing, by mutual agreement.

Any grievance not appealed by the employee or the Union within the specified time limits shall be considered withdrawn.

(d) Procedure:

**Step One:** An employee alleging a violation of the express provisions of this Agreement must, within ten (10) days of its alleged occurrence, orally discuss the grievance with their immediate supervisor in an attempt to resolve it. If the complaint is not resolved

within five (5) days from the date of the discussion and the employee wishes to pursue the grievance further, they must reduce it to writing in accordance with the provisions of this Agreement and present it to their immediate supervisor within ten (10) days from the date of the verbal discussion. The employee's immediate supervisor will answer the grievance, in writing, within five (5) days. If the employee is not satisfied with the disposition by their immediate supervisor, they must, within five (5) days, appeal such answer to Step Two by presenting a copy of the written grievance to the Superintendent's designated representative.

**Step Two:** Within five (5) days of receipt of the written grievance as specified in Step One, the Superintendent's designated representative shall conduct a meeting with the employee and/or their steward to discuss the grievance. Within five (5) days of the date of such meeting, the Superintendent's designated representative shall render a decision in writing, transmitting a copy to the employee and/or the steward. If, in the event the decision of the Superintendent's designated representative is unsatisfactory to the employee, and the employee wishes to appeal the grievance to Step Three of the grievance procedure, they must, within five (5) days of said answer, file a copy of the written grievance together with a copy of the decision of the Superintendent's designated representative with the Superintendent or designated representative.

**Step Three:** Within ten (10) days of receipt of the written grievance, or a mutually agreeable date, as provided for in Step Two, the Superintendent or designated representative shall schedule a meeting with the employee and/or the Union to discuss the grievance. Within five (5) days from the date of this meeting, the Superintendent or

designated representative shall answer the grievance in writing with a copy to the employee and/or the Union.

**Step Four:** Within thirty (30) days of receipt of the grievance, the Board or its designated representatives may schedule a meeting with the employee and/or the Union to discuss the grievance. Within fifteen (15) days from the date of the meeting, the Board or its designated representatives shall render a decision in writing. A copy of the written decision of the Board or its designated representatives will be given to the employee and/or the Union. Such answer shall be final and binding unless appealed to the next step within thirty (30) days of the Board's decision. If the Board of Education decides not to have a meeting, it will notify the Union and the Union may move on to Step Five.

**Step Five:** If the grievance is not settled at the preceding step, it may be submitted to arbitration by an impartial arbitrator by having a written notice, setting forth specifically the nature of the grievance to be arbitrated, sent to the Secretary of the Board. In the event the parties are unable to agree upon an Arbitrator within ten (10) days from the date of the appeal, the matter may be submitted to the American Arbitration Association and settled in accordance with that Association's Voluntary Labor Arbitration Rules.

To the extent that the Laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Board, and that there shall be no appeal from any Arbitrator's decision. The Union agrees to discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any court or Labor Board from any decision of any Arbitrator.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreements depends. The Arbitrator shall, therefore, not have authority, nor shall the Arbitrators consider their function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement.

**Withdrawal of Cases:** A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice, pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

Any grievance not initiated, or taken to the next step, or answered within the contractual time limit, shall be considered settled.

**Cost of Arbitration:**

(a) The fees and expenses of the Arbitrator shall be borne equally by the Union and the Board.

(b) All other expenses incurred shall be paid by the party incurring them.

## ARTICLE 9 BACK PAY CLAIMS

When the Board or its designated representative agrees that it has failed to offer an employee work to which their seniority entitles them, they will be reimbursed for lost earnings. An employee with such a claim must file a request, in writing, with the Superintendent's designated representative within twenty (20) days of the date the Board first failed to offer them such work. No adjustment of back wages shall exceed the amount the employee would otherwise have earned for such work.

## ARTICLE 10 DISCHARGE AND DISCIPLINE

(a) Notice of Discharge or Discipline: The Board agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Steward of the classification of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss their discharge or discipline with the Steward of the classification, and the Board will make available an area where they may do so before the employee is required to leave the property of the Board. Upon request, the Board or its designated representative will discuss the discharge or discipline with the employee and the Steward at a time mutually agreed upon.

(c) Appeal of Discharge or Discipline: Should the discharged or disciplined

employee and the Steward consider the discharge or discipline improper, a complaint shall be presented, in writing, through the Steward to the Superintendent's designated representative within three (3) regular scheduled working days of the discharge or discipline. The Superintendent's designated representative will review the discharge or discipline and give an answer within five (5) regular scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step Three of the grievance procedure.

(d) Use of Past Record: In imposing any discipline on a current charge, the Board will not take into account any prior infractions which occurred more than three (3) years previously, and not impose discipline on an employee for falsification of their employment application after a period of three (3) years from their date of hire.

## ARTICLE 11

### SENIORITY

(a) Seniority shall be on a classification basis, in accordance with the employee's last date of hire, provided, however, if transferred by the Board, sick leave and vacation eligibility will be transferred.

(b) New employees certified in the Recognition Clause of this Agreement who are hired into the unit shall be considered as probationary employees for the first calendar year of their employment, unless the Board, at its discretion in individual cases, reduces the probationary period. The one-year probationary period may be mutually extended up to one additional year.



(c) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

**Seniority Lists:**

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) Seniority lists on the date of the Agreement will show the name and job titles of all employees of the unit entitled to seniority.

(c) The Board will keep the seniority list up to date at all times and will provide the Unit Chairman with two (2) copies per year, which shall include the last known address of each employee.

**Loss of Seniority:**

An employee shall lose their seniority for the following reasons only:

(a) They quit.

(b) They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) They are absent for three (3) consecutive working days without notifying the Board. In proper cases, exceptions may be made by the Board. After such absence, the Board will send written notification to the employee at their last known address that they lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If they do not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Board.

(e) Return from sick leave and leaves of absence will be treated the same as Paragraph (c) above.

## ARTICLE 12 SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority and qualifications within the employee's classification, providing there is a vacancy.

## ARTICLE 13 SENIORITY OF STEWARD AND UNION OFFICERS

Notwithstanding their position on the seniority list, Union Representatives directly involved in the grievance procedure shall be retained at work in their classification, as long as there is work they can perform with minimal training. These representatives are the Chapter Chair, Chief Steward and Stewards. It is understood and agreed that where an alternate or designated Union Representative is functioning on a full time basis in the long term absence of the regular Union Representative, the alternate or designee shall be retained at work on the same basis.

## ARTICLE 14 LAY-OFFS

(a) The word "lay-off" means a reduction in the working force due to a decrease of work or lack of funds.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory.

Non-seniority employees will be laid off on a classification basis first, then seniority employees will be laid off according to seniority as defined in Articles 11 and 13.

Employees who are laid off from one classification and who have previously acquired seniority in another classification will be permitted to exercise such seniority, providing they are qualified to perform the work available and have the necessary seniority.

When an employee position is eliminated, the affected employee may bump a less senior employee within the classification, providing such bumping rights are exercised within ten (10) days after the elimination of the employee's position.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Recording Secretary shall receive a list from the Board of employees being laid off on the same date the notices are issued to the employees.

(d) If a position is eliminated, the employee will bump any position in the classification where they are senior to the less senior employee within their classification, on their shift, providing they have the seniority. Otherwise, they will bump the less senior employee on another shift.

(e) Reduction of regular scheduled time by twenty (20) minutes or more is considered a layoff for bumping rights for bus drivers and food service workers.

ARTICLE 15  
RECALL PROCEDURE

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 11 and 13. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, they shall be considered a quit.

(b) Prior to recall of any laid-off employees all temporary and permanent open positions/assignments will be posted to allow current working employees to bid on the assignments/positions. Laid-off employees will be called back to fill the unfilled position/assignments.

(c) Laid-off employees will maintain recall rights for a period of (12) twelve months from their last day of work. If an employee is called back to fill a temporary position/assignment the recall period will be extended by the length of the temporary position/assignment.

ARTICLE 16  
TRANSFERS

(a) Transfer of Employees: If an employee is transferred to a position with the Board not included in the bargaining unit, the employee will have their accumulated bargaining unit seniority frozen. If the employee is then successful in filling a vacant bargaining unit position, their seniority will then start to accumulate from the frozen bargaining unit seniority. (i.e. five (5) years frozen—five (5) years in new bargaining unit position. )

(b) If and when maintenance and custodial operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

(c) Food Service employees may be transferred within the department for up to fifteen (15) days. Any such transfer shall not result in a reduction of rate of pay or hours worked. Any transfer exceeding fifteen (15) days must be accompanied by a written explanation for such transfer and may be subject to the Grievance Procedure.

(d) The Board agrees that in any movement of work not covered above in (a) and (b), they will discuss the movement with the Union in order to provide for the protection of the seniority of the employee involved.

(e) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority and qualification. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the District at least seven (7) calendar days prior to filling such vacancy or newly-created position, setting forth the position, location, shift and number of hours. All positions shall be awarded or denied within ten (10) calendar days from the end of the posting period. Each employee applying shall be notified of acceptance or denial with a copy to the chapter chairman. The employer further agrees to provide the chapter chairman with a copy of each job posting at the same time they are posted on bulletin boards.

(f) In the event an employee is transferred in accordance with Paragraph (d) above,

the employee will be granted a trial period of twenty (20) working days in order to determine: 1) their desire to remain on the job; and 2) their ability to perform the job. If an employee requests to return to the employee's original classification at any time within the twenty (20) working day trial period, or the Employer requests the employee to return to the original classification, such requests will be honored and are not subject to the grievance procedure.

## ARTICLE 17

### TEMPORARY ASSIGNMENTS

When the Board makes a temporary assignment for the purpose of filling vacancies of employees who are on vacation or on a sick leave of absence, such assignment will be made to the senior employee who meets the qualifications of the job. The employee will receive the rate of pay of the classification they are working in for all hours worked while filling such vacancy. Filling vacancies in the custodial classification as above will be done as per Article 16 in Paragraph (d).

## ARTICLE 18

### MILITARY LEAVE

Military leave shall be in accordance with Act 145 of the Public Acts of 1942 as amended.

## ARTICLE 19

### UNPAID LEAVES OF ABSENCE

(a) Seniority employees who submit a written application in advance to the Board or its designated representative will be granted an unpaid leave of absence not to exceed a maximum of one (1) year. Such application must specify the reason for the leave of

absence, the date of leave, including the anticipated return date, and a physician's statement of health if the Board so requests.

The leaves of absence provided for in this Article are limited to the following;

1. **Illness in Family:** The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act. To the extent that the Act allows, the employee may substitute any accrued paid annual leave and accrued paid sick leave for any of the leave provisions under the Act. The Employer will not substitute any accrued paid annual leave or accrued paid sick leave without the employee's prior written permission.

2. **Personal Illness:** An employee on an FMLA leave of absence shall be entitled to return to their previous job and shift upon the expiration of such leave.

3. **Personal Leave:** A personal leave of absence will be granted for periods of up to thirty (30) days. At the end of the leave an employee will be returned to their previous job.

(a) Employees will not accrue seniority or other benefits during unpaid leaves of absence and they must submit advance notice of intent to return from such leave at least thirty (30) days prior to the expiration date indicated on the original leave of absence application. Employees will accrue seniority if on an approved medical leave.

(b) An employee may be required to submit a physician's statement indicating conditions of health, if the Board so requests.

(c) An employee who fails to return from a leave of absence upon the expiration of such leave shall be considered to have terminated their employment with the Board as provided for in Article 11.

## ARTICLE 20

### PAID LEAVES OF ABSENCE

(a) **Sick Leave:** Employees shall accumulate sick leave at a rate of one (1) day for each month worked according to the following schedule, to be front-loaded one day per month, but not on an annual basis:

Bus Drivers                    1 day per month for each month worked, August through May, to a total of ten (10) days per year

Food Service                    1 day per month for each month worked, August through May, to a total of ten (10) days per year.  
to a Employees

Custodians,                    1 day per month for each month worked, to a total of twelve  
Maintenance,                    (12) days per year.  
& Mechanic

The total accumulation of such leave for employees shall be one-hundred (100) days. An employee who is transferred to a different classification will be entitled to transfer their previously accumulated sick leave on a day for day basis.

(b) **Other Leave:** The employee may take such time as is needed to make arrangements for medical or nursing care as provided for in the Family and Medical Leave Act of 1993.

(c) **Personal Days:** Three (3) Personal Days per year shall be credited to each employee with seniority. Probationary employees shall be credited with three (3) Personal Days after thirty (30) working days of employment. Personal Days shall not be used for items covered in other areas of the contract such as sick leave or funeral leave. Personal



Days are to be used at employee's discretion provided adequate coverage can be maintained. The supervisor must be given written notice not less than 24 hours before such absence, unless it is of an emergency nature. School-year employees may only use one (1) Personal Business Day after May 1 each year. (\*) Personal days not used throughout the year may be converted to sick days in the following year. (revised 2010-2011)

(d) **Funeral Leave:** Employees may take up to a maximum of three (3) days per death, not deducted from accumulated sick leave, for a member of their immediate family defined as follows: husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Employees shall be entitled to use up to a maximum of two (2) days per year, not deducted from sick leave, for funeral leave for a death of a relative other than above and one (1) day for a close friend, with the understanding that such time, if used, will be deducted from the sick leave accumulation.

(e) Employees will call their supervisors to report absence due to illness. If the supervisor is not available, they will call 757-3713 before the start of their regular shift. Second shift employees will call 757-3713 before 2:00 p.m. Employees expecting to be absent for doctor's appointments will notify their supervisor at least 24 hours prior to the expected absence.

**Severance Pay:** An employee who has been with Mason County Central Schools for a period of ten (10) years will be eligible, upon retirement or termination of employment, to receive \$30 per day for unused sick leave.

## ARTICLE 21

### INCLEMENT WEATHER DAYS

(a) Food service personnel, bus drivers, mechanics and custodians will be paid for three (3) days per school year, effective with the 2005/06 school year, when school is canceled by the Board due to inclement weather. Extra days lost due to inclement weather will be made up during breaks and the summer. Custodians may use inclement days in one-hour increments. Personal Leave days may be used on inclement weather days.

(b) The employer may require food service personnel to report for work when Mason County Central Schools are closed

## ARTICLE 22

### HOLIDAYS

(a) Twelve-month employees classified as custodian, maintenance, mechanic, and food service shall receive the following holidays:

New Year's Day	Friday before Labor Day	December 24
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	December 31
Independence Day	Friday after Thanksgiving	

(b) School year employees classified as custodian, maintenance, mechanic or food service employees shall receive the following holidays:

New Year's Day	Friday before Labor Day	December 24
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	December 31
	Friday after Thanksgiving	

Bus drivers who have accumulated five (5) years or more of seniority will receive holiday pay for the following holidays: Labor Day, Thanksgiving Day, Christmas Day and New Years Day.

(c) Eligible employees shall receive their regular daily rate for each holiday and, if requested to work on a holiday, the employee shall receive time and one-half (1.5) for all hours worked, in addition to holiday pay.

(d) If a holiday falls on a Sunday, it will be celebrated on the following Monday.

(e) An employee must work the day before and the day after the holiday to be eligible for holiday pay unless on an approved leave of absence.

(f) An employee who has been laid off because of lack of work shall be paid for the designated holiday if the holiday occurs during the calendar week in which he is laid off.

(g) Staff members recognized in this bargaining agreement will be included in the school-year calendar planning session.

## ARTICLE 23

### VACATIONS

(a) Twelve (12) month employees classified as custodians, maintenance and mechanic shall be entitled to the following vacations:

1 week after one (1) year of continuous service

2 weeks and two days after five (5) years of continuous service

3 weeks after ten (10) years of continuous service

3 weeks and 3 days after fifteen (15) years of continuous service

4 weeks and one day for each year after twenty (20) years of continuous service, to a maximum of twenty-five days (five weeks).

(b) Vacations will be granted at such times during the year that are suitable considering both the wishes of the employees and the efficiency of the operation of the department concerned. Vacations will normally be taken in a period of consecutive days, but may be split into one or more weeks, providing such scheduling does not interfere with the operation of the department. A vacation may not be waived by an employee and extra pay received for work during that period. Vacation time does not accrue from one year to the next, except in special cases with the agreement of the employee and the Board. Employees will be allowed to take vacation during the period of Nov. 15-30, winter break and spring break, provided adequate coverage can be maintained.

(c) When a holiday falls during an employee's regular scheduled vacation period, the vacation may be extended one day or the employee will be granted an additional day off at a later time mutually agreeable to the employee and the Board.

(d) An employee who terminates their service with the Board shall receive his earned vacation pay computed on a pro-rata basis of 1/12 their earned vacation for each month worked or major portion thereof since the last anniversary vacation date of the employee to the date of their termination.

(e) Employees will receive their regular rate of pay excluding shift premiums, based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement during such vacation.

(f) A full-time employee who is transferred to a different classification shall be entitled to transfer their seniority for the purpose of vacation eligibility.

ARTICLE 24  
HOSPITALIZATION

(a) Employees shall be eligible to receive the amounts listed in Schedule A towards a hospitalization insurance plan selected by the Board on payroll deduction, with the difference between the Board's contribution and the premium being deducted from the employee's regular pay check.

(b) The Board will pay the amounts indicated subject to conditions of the insurance carrier depending on the individual employee's claim, i.e., single, self and other or full family.

(c) The Board shall be under no obligation to provide insurance coverage for employees covered under any other policy.

(d) An employee who terminates their employment with the Board of Education shall automatically forfeit any further benefits under the provisions of this Article except those provided for under C.O.B.R.A.

(e) A committee will be established to study other health care coverage plans and options. The committee will consist of two members of the bargaining unit and two members appointed by the Board of Education from the administration.

ARTICLE 25  
WORKING HOURS (BUS DRIVERS EXCLUDED)

(a) Employees assigned to the second shift who regularly work an eight (8) hour schedule will receive shift premium in addition to their regular pay of twenty (\$.20) cents per hour for all hours worked. Shift premium will be paid to employees who are called in at anytime outside of their regular shift, provided the employee normally receives shift

premium.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m. but before 12:00 noon. The second shift is any shift that regularly starts on or after 12:00 noon, but before 4:00 p.m. A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

(c) The regular full working day shall consist of eight (8) hours per day (the Board will eliminate split schedules).

(d) Full-time employees may take a ten (10) minute break for each three (3) hours worked with a maximum of two (2) breaks per day to be scheduled by the employee's supervisor.

(e) An employee who is called to work before or after his regular shift for overtime, which is not continuous with their regular shift, shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

#### WORKING HOURS (BUS DRIVERS ONLY)

(a) Bus drivers will be compensated at the trip rate of pay for two (2) hours for physical exams.

(b) The minimum pay for bus drivers will be one and one-half (1 1/2) hours at the individual employee's current hourly rate of pay per run.

ARTICLE 26  
TIME AND ONE-HALF

Employees shall be paid at a rate of time and one-half (1 1/2) for all hours worked over forty (40) hours in one week. Overtime hours shall not be pyramided.

ARTICLE 27  
EQUALIZATION OF OVERTIME HOURS

(a) Overtime hours shall be equalized for custodians on a “per occasion” basis instead of hourly among those custodians who sign up for overtime work. An up-to-date list showing the overtime assignments worked shall be posted weekly. The first overtime assignment of each year shall be offered to the highest seniority custodian who desires to work overtime.

(b) Overtime hours will be computed from July 1 through June 30 of each year of the contract.

(c) It is mutually understood that all Mason County Central Schools extra trips on Mason County Central Schools vehicles carrying more than nine (9) students shall be driven by Mason County Central Schools drivers.

1) To the extent possible, all field trips shall be posted on Wednesday morning. The posted trips shall be listed from Tuesday to Monday. The drivers are given approximately thirty (30) hours to sign up for the posted trips that will be circled by 10:00 a.m. Friday. Any driver in the bargaining unit may sign up for trips and the assignment will begin with the most senior driver and continue in rotation. (This language is not intended to result in any change from the current practice). If two (2) or more trips are scheduled for the same day

and the same time, the driver with the most seniority may choose the trip desired.

2) In the event of a canceled run, a minimum payment of one (1) hour at the appropriate rate of pay shall be paid to a driver who is not notified within one (1) hour prior to the starting time for such run.

3) If a driver is unable to drive a specified trip, the trip shall be covered by the senior driver among the names of drivers signed up for the individual trip. This shall not change the original rotation. Drivers assigned to an extra trip which is canceled may drive their regular run and, if so assigned (provided the substitute driver is not en route to or at the loading area) the minimum of one (1) hour will not apply.

4) Midday runs of absent drivers shall be posted separately as they become available. Any driver of the bargaining unit may sign up for these runs and the assignment will begin with the most senior driver and continue in rotation. (\*) Midday drivers (excluding shuttles) may sign for a midday run on a particular day if they do not have a run on that day.

(revised 2010-2011)

## ARTICLE 28

### WORKER'S COMPENSATION

Each employee of the bargaining unit will be covered by the applicable Worker's Compensation laws. Employees on Worker's Compensation may use accumulated sick leave to supplement their income to a maximum of 100% if permitted under applicable worker's compensation regulations.



## ARTICLE 29

### UNION BULLETIN BOARDS

(a) The Board will provide a bulletin board which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notices of election and election results
3. Notices of meetings
4. Notices which have been approved by the Board or its designated representative.

(b) The location of the bulletin boards shall be as follows:

1. Middle School Kitchen
2. Transportation Office
3. Bus Garage
4. High School Kitchen
5. Boiler Rooms at the High School, Middle School, Upper Elementary, Victory School, and Scottville Elementary School

## ARTICLE 30

### RATES AND CLASSIFICATIONS FOR NEW JOBS

When a new job is placed into the bargaining unit and cannot be properly placed in an existing classification, the Board will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

## ARTICLE 31

### SAFETY

Safety items shall be brought to the attention of the Superintendent's designated representative, who shall make a prompt investigation and report findings and disposition to the employee involved within five (5) working days. Unsafe equipment is to remain dormant until it is made safe.

## ARTICLE 32

### SPECIAL PROGRAMS

Employees of the bargaining unit who perform duties for Federal, State or other special programs administered by the Board; by way of illustration and not limitation, Summer Migrant Program and Senior Meals, shall be covered by the provisions of this Agreement and the performance of such work shall not in any manner influence the employee's regular job status with the Board. The Board (employer) retains the right to assign employees. The Board will consider seniority and qualifications when making the assignment.

## ARTICLE 33

### SEASONAL HELP

Casual or temporary employees may be employed to a total of ten (10) employees. However, in no case will the period of employment of these temporary employees exceed one-hundred-twenty (120) days. It is understood and agreed that the provision in this Agreement, entered into between the parties, do not apply to these temporary employees.

It is further agreed that these employees will not be used during the time of layoff or while members of the bargaining unit are working reduced hours. In the event a temporary employee is promoted to a permanent position, their time worked as a temporary employee shall count towards establishing their seniority date, providing such time is consecutive.

#### ARTICLE 34

##### COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

#### ARTICLE 35

##### SUPPLEMENTAL AGREEMENTS

Supplemental agreements which are tentatively approved by the designated representative of the Board and the Union shall be approved or rejected by the Union membership and the Board within thirty (30) days of such tentative agreement.

#### ARTICLE 36

##### SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

ARTICLE 37  
WAIVER CLAUSE

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, 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 referred to or covered in this Agreement, or with respect to any subjects or matters 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. No agreement, alteration, understanding, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

ARTICLE 38  
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2011.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from

year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the current year's termination date.

(c) If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at Michigan Council #25, A.F.S.C.M.E., AFL-CIO, 1034 N. Washington, Lansing, Michigan 48906; and if to the Board, addressed to Office of the Superintendent, Mason County Central School District, 300 W. Broadway, Scottville, Michigan 49454-1095; or to any such address as the Union or the Board may make available to each other.

## ARTICLE 39

### EFFECTIVE DATE

This Agreement shall become effective July 1, 2008. Revisions indicated by (\*) effective July 1, 2010.

## APPENDIX A HOURS/WAGE SCHEDULE

A 2.75% across the board increase to the base rate of pay effective July 1, 2008 and Wages Only reopener for the remainder of the three (3) year term contract. (\*) Wage freeze for 2010-2011 (revised 2010-2011).

### **Effective July 1, 2008:**

<u>Classification</u>	<u>Hiring Rate</u>	<u>End of Six Months</u>	<u>End of Probation</u>
Bus Driver	\$15.37	\$15.78	\$16.17
Maintenance	\$15.78	\$16.18	\$16.59
Mechanic	\$15.89	\$16.30	\$16.70
Custodian	\$15.23	\$15.42	\$15.61
Food Service	\$13.57	\$13.76	\$13.95
Extra Trips (Bus Drivers)			\$12.92

(b) The Board reserves the right to increase the pay rate for any classification resulting from increased training, responsibilities and job duties or economic trends.

(c) The Board will pay for ten (10) minutes per run for cleaning and warm-up of the bus. The Board shall pay \$10.00 for dinner, \$7.00 for lunch and \$5.00 for breakfast, for all trips over four (4) hours. A receipt will be required.

(d) For all 7-hour per day, full-time employees, the Board will pay the full cost the first year of this Agreement for the following hospitalization, dental and vision programs: M.E.B.S. Community Blues PPO (dually funded) and 2\* dental look-alike self-funded and 3\* vision look-alike self-funded, of the monthly hospitalization/dental/vision premium of the appropriate category (Self, Self & Other, Full Family) for each month worked. (\*) Health

insurance change for 2010-1: health insurance will be through SetSeg. Vision insurance will be self funded. Dental insurance will be self funded.

For eligible school year, 5-hour-per-day employees, the Board will pay eighty percent (80%) of the hospitalization rates as paid for 7-hour employees for each year of this Agreement. The intent is to pay 80% of the monthly hospitalization premiums paid for 7-hour employees for the appropriate category (Self, Self & Other, Full Family), for the nine (9) months worked, effective July 1, 2005. Grandfathered are any current employees with less than five (5) hours who are enrolled in the insurance plan. The fifty percent (50%) co-pay will remain in effect. The Union and the Employer agree to re-open the bargaining agreement to negotiate Health Insurance no later than May 1, 2006.

In addition, for eligible school-year employees, the Board will pay fifty percent (50%) of its (the Board's) obligation toward hospitalization premiums of the appropriate category (Self, Self & Other, Full Family) for the summer months, after an employee has been employed for five (5) years. The Board will pay one-hundred percent (100%) of its (the Board's) obligation toward hospitalization premiums of the appropriate category (Self, Self & Others, Full Family), after an employee has been employed for ten (10) years.

Eligibility will be based on regular assigned hours.

(e) For any meetings scheduled or requested by management, the employee will be paid for actual time spent at said meeting at the trip rate of pay.

(f) Bus driver breakdowns that are thirty (30) minutes long or longer shall be paid at the driver rate and will be retroactive to the time the breakdown started.

(g) The parties agree to meet at least thirty (30) days prior to the employer

eliminating noon runs for bus drivers to discuss the loss of wages and any alternative action.

(h) If the Board provides employees with uniforms, such uniforms must be worn by employees

(i) Longevity - On the anniversary date

- |  |         |
|--|---------|
| a. After ten (10) years of service         | \$ 425  |
| b. After twenty (20) years of service      | \$ 750  |
| c. After twenty-five (25) years of service | \$1,100 |

It is assumed that when such payments are made to the employees, the payroll office will do what is necessary to reduce the level of taxes taken from the longevity payments, if so requested by the employee.

(j) Any employment requirement/qualification for members of this bargaining unit will be paid for by the employer, i.e.: uniforms, certifications and renewal, and CDL driver licenses.

(k) Mechanics and maintenance employees will be reimbursed for tools and equipment purchased for work as approved by their supervisor.



## MEMORANDUM OF UNDERSTANDING

### P.E.O.P.L.E. Check-off

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

WITNESSETH

MICHIGAN COUNCIL #25  
A.F.S.C.M.E. AFL-CIO

MASON COUNTY CENTRAL  
BOARD OF EDUCATION

\_\_\_\_\_  
Chapter Chairperson

\_\_\_\_\_  
President, MCC Board of Education

\_\_\_\_\_  
Chapter Vice-Chairperson

\_\_\_\_\_  
Secretary, MCC Board of Education

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Treasurer, MCC Board of Education