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6/30/2002

AGREEMENT  
BETWEEN THE

MASON COUNTY CENTRAL  
BOARD OF EDUCATION

and the

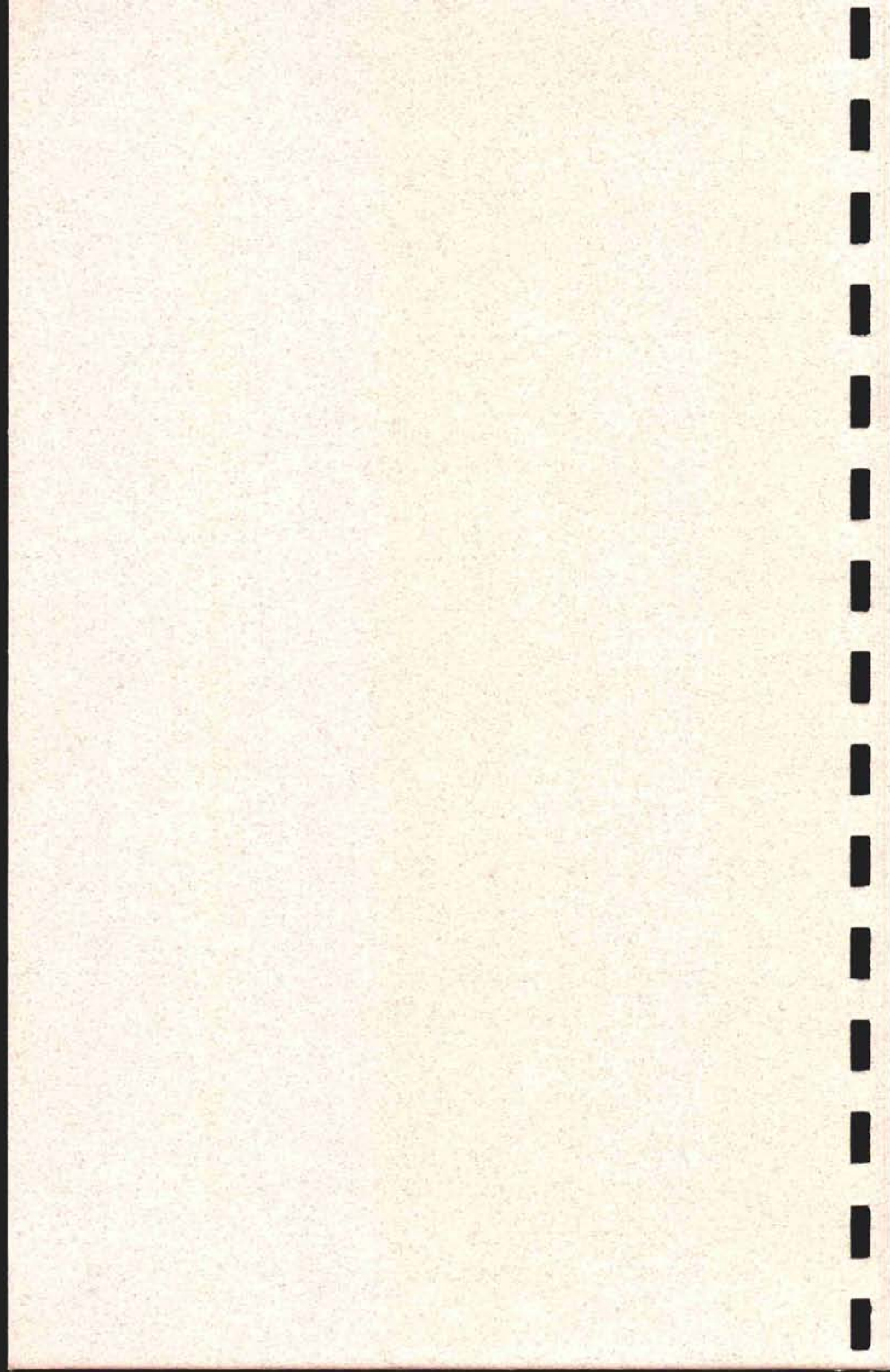
MICHIGAN COUNCIL #25  
AFSCME - LOCAL #2389  
AFL-CIO

1999-2000  
2000-2001  
2001-2002

MASON COUNTY CENTRAL SCHOOL DISTRICT  
300 WEST BROADWAY  
SCOTTVILLE, MICHIGAN 49454

*Mason County Central School District*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



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## AGREEMENT

This Agreement, entered into on this first day of July, 1999, 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 hearings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

## 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 II**  
**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 III**  
**AGENCY SHOP**

(a) **Union Members At Time Agreement 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 uniformly charged for membership for the duration of this Agreement.

(b) **Non-Union Members At Time Agreement Effective:** Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee 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 duration of this Agreement.

(c) **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 for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

(d) 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 dues or representation fee

(e) 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 IV

### 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 fee 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 fee 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 or Service Fees 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 fee 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 V**  
**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.

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

(b) 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 the Agreement

## ARTICLE VI

### 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 VII

##### 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 VIII

##### 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 Assistant 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 - Assistant Superintendent or 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 Assistant Superintendent or designated representative.

**Step Two:** Within five (5) days of receipt of the written grievance as specified in Step One, the Assistant Superintendent or 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 Assistant Superintendent or 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 Assistant Superintendent or 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 Assistant Superintendent or 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 V.

**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 Agree-



ments 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 IX  
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 Assistant Superintendent 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 X**  
**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 Assistant Superintendent within three (3) regular scheduled working days of the discharge or discipline. The Assistant Superintendent 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 XI**  
**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 XII**

**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 XIII

#### SENIORITY OF STEWARD AND UNION OFFICERS

Notwithstanding their position on the seniority list, the steward, unit chairman, vice-chairman and recording secretary of the Union, shall, in the event of a layoff only, be continued at work as long as there is a job in their classification which they are qualified to perform.

### ARTICLE XIV

#### 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 time by twenty (20) minutes or more is considered a layoff for bumping rights for bus drivers.

**ARTICLE XV  
RECALL PROCEDURE**

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.

**ARTICLE XVI  
TRANSFERS**

(a) Transfer of Employees: If an employee is transferred to a position with the Board not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, they shall have accumulated seniority while working in the position to which they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) If and when 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) 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.

(d) 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.



(e) In the event an employee is transferred in accordance with Paragraph (d) above, the employee will be granted a trial period of four (4) weeks 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 four (4) week 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 XVII**  
**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 XVIII**  
**MILITARY LEAVE**

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

**ARTICLE XIX**  
**UNPAID LEAVES OF ABSENCE**

(a) Seniority employees who submit a written application in advance to the Board or its designated representative may 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 may 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 XX

### 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                         | One (1) day per month for each month worked, September through May, to a total of nine (9) days per year. |
| Food Service Employees              | One (1) day per month for each month worked, September through May, to a total of nine (9) days per year. |
| Custodians, Maintenance, & Mechanic | One (1) day per month for each month worked, to a total of twelve (12) days per year.                     |

The total accumulation of such leave for employees shall be 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:** Two (2) Personal Days per year shall be credited to each employee with seniority. Probationary employees shall be credited with two (2) 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.

(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 at least one hour prior to their regularly scheduled show-up time. If the supervisor is not available, they will call 757-3713. Employees expecting to be absent for doctor's appointments will notify their supervisor at least 24 hours prior to the expected absence.

**ARTICLE XXI**

**INCLEMENT WEATHER DAYS**

(a) Food service personnel, bus drivers and custodians will be paid for two days per school year, effective with the 1990-91 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 weather days in one-hour increments.

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

**ARTICLE XXII**

**HOLIDAYS**

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

|                   |                           |               |
|-------------------|---------------------------|---------------|
| New Year's Day    | Labor Day                 | Christmas Day |
| Good Friday (1/2) | Thanksgiving Day          | December 31   |
| Memorial Day      | Friday after Thanksgiving |               |
| Independence Day  | December 24               |               |

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

|                   |                           |             |
|-------------------|---------------------------|-------------|
| New Year's Day    | Thanksgiving Day          | December 31 |
| Good Friday (1/2) | Friday after Thanksgiving |             |
| Memorial Day      | December 24               |             |
| Labor Day         | Christmas Day             |             |

Bus drivers who have accumulated five (5) years or more of seniority will receive holiday pay for Christmas Day. Bus drivers who have accumulated ten (10) years or more of seniority will receive New Year's Day as a holiday. Bus drivers who have accumulated fifteen (15) years of seniority or more will receive holiday pay for Thanksgiving 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.

### ARTICLE XXIII

#### VACATIONS

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

1 week after one year of continuous service

2 weeks and two days after five years of continuous service

3 weeks after ten years of continuous service

3 weeks and three days after fifteen years of continuous service

4 weeks after twenty years of continuous service

4 weeks and one day for each year after twenty 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) An full time employee who is transferred to a different classification shall be entitled to transfer their seniority for the purpose of vacation eligibility.

#### ARTICLE XXIV

##### 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 may 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 XXV

### 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.

(f) 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 XXVI

### TIME AND ONE-HALF

Employees shall be paid at a rate of time and one-half (1.5) for all hours worked over forty (40) hours in one week. Overtime hours shall not be pyramided.

## ARTICLE XXVII

### EQUALIZATION OF OVERTIME HOURS

(a) Overtime 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.

#### **ARTICLE XXVIII**

##### **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 up to a maximum of 100% if permitted under applicable worker's compensation regulations.

#### **ARTICLE XXIX**

##### **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, Riverton School, Victory School, and Scottville Elementary School

**ARTICLE XXX**

**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 XXXI**

**SAFETY**

Safety items shall be brought to the attention of the Assistant Superintendent, 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 XXXII**

**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 employer retains the right to assign employees. The Employer will consider seniority and qualifications when making the assignment.

**ARTICLE XXXIII**

**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 provisions 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 XXXIV**  
**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 XXXV**  
**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 XXXVI**  
**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 XXXVII**  
**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 XXXVIII

##### TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2002.

(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 XXXIX**

**EFFECTIVE DATE**

This Agreement shall become effective July 1, 1999.

**APPENDIX A  
HOURS/WAGE SCHEDULE**

**Effective July 1, 1999**

| <u>Classification</u>  | <u>Hiring Rate</u> | <u>One Year</u> |
|------------------------|--------------------|-----------------|
| Bus Driver             | 12.12              | 12.85           |
| Maintenance            | 12.49              | 13.23           |
| Mechanic               | 12.59              | 13.33           |
| Custodian              | 11.99              | 12.35           |
| Food Service Employees | 10.48              | 10.84           |

**Effective July 1, 2000**

|                        |       |       |
|------------------------|-------|-------|
| Bus Driver             | 12.48 | 13.21 |
| Maintenance            | 12.85 | 13.59 |
| Mechanic               | 12.95 | 13.69 |
| Custodian              | 12.35 | 12.71 |
| Food Service Employees | 10.84 | 11.20 |

**Effective July 1, 2001**

|                        |       |       |
|------------------------|-------|-------|
| Bus Driver             | 12.84 | 13.57 |
| Maintenance            | 13.21 | 13.95 |
| Mechanic               | 13.31 | 14.05 |
| Custodian              | 12.71 | 13.07 |
| Food Service Employees | 11.20 | 11.56 |



(b) The Board shall pay the full cost of the employees retirement through the Michigan Public School Employees' Retirement System.

(c) The Board will pay for ten (10) minutes per run for cleaning and warm-up of the bus. The Board shall pay \$6.00 for dinner, \$4.00 for lunch and \$3.00 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. 3-star hospitalization, 2-star dental and 3-star vision, of the monthly hospitalization premium of the appropriate category (self, self & Other, full family), for each month worked. Effective July 1, 2000, the Board will pay an additional fifteen percent (15%) towards the hospitalization, dental and vision rates in effect in June, 2000. Effective July 1, 2001, the Board will pay an additional fifteen percent (15%) towards the hospitalization, dental and vision rates in effect on the billing date in June, 2001.

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 9 months worked, effective July 1, 1999, July 1, 2000 and July 1, 2001.

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 Management will work together with a clear understanding and commitment to mutually agree on a new comparable health insurance program by September 1, 1999.

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 years. The board will pay one hundred percent (100%) of its (the Board's) obliga-

tion toward hospitalization premiums of the appropriate category (Self-Self & Others, Full Family), after an employee has been employed for ten 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 meeting rate of pay, ten dollars (\$10.00) per hour.

(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 -

10 years - \$250

20 years - \$500

(j) 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. Checkoff

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 who 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

Linda Stark  
Chapter Chairperson

Alan E. Lu  
Pres., MCC Board of Education

Marlene Johnson  
Chapter Vice-Chairperson

Karen Kienich  
Secy., MCC Board of Education

Jim R. Satrom

David L. Halk  
Treas, MCC Board of Education

Rosie C. Bemelt

Vanessa Traeger

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