AGREEMENT

BETWEEN

The Mt. Pleasant Transportation Association/Michigan Education Association/National Education Association

Including Maintenance Employees

and

The Mt. Pleasant Board of Education

Effective Date:

July 1st, 2023

July 1st, 2026
to
June 30th, 2029

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MPTA Contract Negotations for 2025-2026

Maintenance and Transportation General

ARTICLE 1: RECOGNITION FOR MAINTENANCE AND TRANSPORTATION

A. The board recognized Mt. Pleasant Transportation and Maintenance Association/MEA/NEA as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: all regularly employed full-time and part-time bus employees, dispatcher and facilities management employees. Such representation shall not cover positions which are principally supervisory and administrative.
B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "bargaining unit members".
C. The Board agrees not to negotiate with anyone other than the Association for the duration of this Agreement.
D. The parties recognize that the best interests of the community, safety and well-being of students are paramount and depend upon the care and diligence of all employees and that the job security of the employees will depend upon the Employer's and the employee's success in rendering quality service to the community which they serve. It is also recognized that in order to achieve this purpose, the Board and employee have certain responsibilities.
E. To these ends, the Board encourages the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.
F. The parties agree to meet at the request of either party during the school year to discuss issues and concerns

ARTICLE 2: SENIORITY

A. All newly hired bus drivers with experience will be paid in accordance to the number of years of experience as a bus driver.
B. New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of actual work of their continuous employment with an additional thirty (30) days if requested by the Employer in writing prior to the end of the ninety (90) days. Supervisors of employees placed on extended probation will develop a plan of improvement in consultation with the employee.

   Any time worked as a substitute bus employee will not count for seniority purposes or for completion of the probationary period.
C. New employees will be placed on the seniority list by classification and seniority shall be determined from the first day of work as a MPTA bargaining unit member. If two or more

employees of the same classification have the same first day of work, seniority shall be determined by a drawing of lots. The seniority list shall show the names of the bargaining unit members, the member's first day of work in his/her current classification and amount of seniority the member has accrued in another classification. A seniority list by classification will be kept up to date at all times and shall be provided upon request by Human Resources in collaboration with the Transportation Director to the Association President and a copy posted on the bulletin board by October 1st, of each year. Any employee disagreeing with the seniority of any employee must notify the supervisor in writing within ten (10) work days of the first posting or the seniority for all employees as stated on the list shall be conclusively deemed accurate.

D. Seniority shall continue to accrue while on an approved leave of absence for up to 1 year or layoff.

ARTICLE 3: DISCIPLINE AND DISCHARGE FOR TRANSPORTATION AND MAINTENANCE

A. Professional standards and expectations

1). Off-duty conduct may result in discipline if it adversely impacts the District.

2). The Association recognizes that abuses of sick leave or other leaves, chronic absences, intentional neglect of performance or other violations of professional responsibilities or alleged breaches of professional behavior or infractions of rules, regulations or directions shall be grounds for investigation & possible discipline.

3). Complaints:
- The District will notify the member and the Association of the allegation(s) via verbal or written notice of the concern, complaint, or allegation regarding the member's conduct.
- Complaints not resulting in discipline will not be placed in the employee's personnel file.

4). An administrator will conduct a prompt and impartial fact finding investigation.

5). Right to Representation
- Bargaining unit members have the right to union representation during any meeting that could lead to disciplinary action
- Members may choose to have another bargaining unit member accompany them
- The selection of representation should not delay the meeting

6). Administrative Leave
- The Superintendent or designee may place the member on paid administrative leave during the investigation if the nature of the allegations warrants such action
  - Placement on administrative leave is not considered a disciplinary measure

7). Determination and Disciplinary Action
- Upon concluding the investigation, if unprofessional behavior or misconduct is substantiated, the following is considered:
  - the severity of the offense
  - the teacher's prior record
  - consistency with past disciplinary actions
- Possible disciplinary measures include.

- Written documentation of a verbal warning
- Written warning or reprimand
- Paid or unpaid suspension
- Discharge
  - Disciplinary actions are not required to follow a progressive pattern

8). Documentation
- All disciplinary actions are documented in writing
- The member receives a copy and it is placed in their personnel file

9). Grievance Limits & Written Notation
- Members may only give discipline up to arbitration
- A member may submit a written notation of up to 3, 8.5 x 11 pages, to reply or respond to any complaints and will be placed in the personnel file.

I. Surveillance

A. Video camera equipment will not be used for the purpose of surveillance of the employee and/or the evaluation of the employee's performance, except for the purpose of investigation of alleged misconduct. All buses are equipped with cameras for safety purposes.

ARTICLE 4: GRIEVANCE PROCEDURE

A: Grievance Procedure

Step 1: File a Formal Complaint

You are always allowed to talk to your supervisor about a personal complaint privately before starting this formal process. If you can't resolve the issue informally, you may file a formal grievance form (signed by you and an Association representative).

- You must submit your formal grievance within 20 days of the incident (or 20 days from when you first found out about it).
- The grievance can be given to your principal or immediate supervisor.

Step 2: Meeting with Immediate Supervisor and Assistant Superintendent

- Within 5 days of receiving your form, your immediate supervisor will meet with an Association representative to try to solve the problem.
- The immediate supervisor must give a written decision within 3 days after that meeting.

Step 3: Appeal to the Superintendent (or Designee?)

If you disagree with the supervisor's answer (or if they don't respond in time):

- The grievance will be sent to the Superintendent.

- The Superintendent will meet with the Association's committee within 5 days of receipt of the grievance.
- The Superintendent must give a written decision within 3 days after this meeting.

Step 4: Mediation

- If the Superintendent's decision is not acceptable to the Association, Mediation will be initiated within 5 days.

Step 5: The Final Decision

- If the concern is still not resolved, the Association (not an individual teacher) can ask for Arbitration within 10 days.
- An independent, neutral third party will hear both sides and make a final, binding decision.
- If a case goes to an arbitrator, the Board and the Association split the cost 50/50

Step 6: Documentation

- All grievance documents are kept in a separate file. They are not put in any individual's official personnel file.

ARTICLE 5: WORKER'S COMPENSATION BENEFITS

A. The Board provides Workers' Compensation Insurance coverage for all its employees as required by the laws of Michigan.
B. An employee, who is absent from work and receiving wage loss benefits because of an injury or disease compensable under the Michigan Workers' Compensation Law, may elect to receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary as long as the employee has sufficient sick leave to cover the difference.
C. All employee accidents incurred while on duty are to be reported immediately so that a written report on Workers' Compensation forms may be completed by the business office.

ARTICLE 6: MEDICAL DISPUTE

The Assistant Superintendent for Human Resources may schedule an employee for a physical examination at the district's expense at any time he/she has reason to suspect that employee is physically or mentally unable to perform his/her assigned job safely. If requested by the employee, the Assistant Superintendent for Human Resources shall meet with the employee and explain his/her reasons for scheduling the exam. If the employee is not satisfied with the determination of the designated physician of the Board, the employee may submit a report from a medical doctor of his/her choosing and at his/her own expense. If the dispute still exists, the Assistant Superintendent for Human Resources and the employee shall agree upon a third doctor to submit a report to the district; the report of the third doctor will be shared with the employee. The Assistant Superintendent may require that the third doctor be a specialist. The

decision of the third physician will be binding on the parties. The expense of the third physician will be paid by the district.

ARTICLE 7: FAMILY AND MEDICAL LEAVE

A. The district will adhere to the provisions of the Family and Medical Leave Act. An employee may gain access to these provisions by contacting the Assistant Superintendent for Human Resources.
B. Employees who are on Family Medical Leave (FMLA), and their leave time coincides with a holiday, will not be eligible to receive holiday pay

ARTICLE 8: BOARD RIGHTS

A. It is agreed that the Board hereby retains and reserves unto itself all the powers, rights and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board. These rights include, by way of illustration and not by way of limitation, the right to:
    a. Establish policies, manage, and control the school district, its facilities, equipment and its operations and to direct its working forces and affairs.
    b. Continue its policies and practices of assignment and direction of its personnel; determine the number of personnel and the scheduling of all personnel.
    c. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote, transfer and lay off employees.
    d. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods and means of providing its services, and determine schedules and standards of operation. The Board reserves the right to have students transported by other employees and/or other designated individuals in either school vehicles or private vehicles up to 14 students and utilizing no more than two vans.
    e. Establish, modify or change any work, business or school hours or days.
    f. Determine the number and location or relocation of its facilities.
    g. Adopt rules and regulations.
    h. Determine the financial policies, including all accounting procedures.
    i. Determine the size of the administrative organization, its functions, authority, and amount of supervision and structure of organization.
    j. Determine assignment of buses, and where buses are parked, stored and housed both during and outside work hours. Upon change of the present arrangements, the employees and the Association shall be given twenty (20) days notice.
    k. In the event of a chain or misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.
B. It is the responsibility of the Board to establish bus routes.
    a. Once bus routes are established for the current year, any necessary changes, after

paid at 100% for drivers working at least 40 hours

September 30th, shall be discussed with the affected employee(s) and the Association. The supervisor shall provide the specific reasons for the change in writing.

b. All changes must have the approval of the supervisor. The final resolution is left with the Superintendent and/or designee being responsible for implementation.
c. Routes will be reviewed every year. The Association may appoint representatives to meet with the Transportation Supervisor to review the routes at least ten (10) business days prior to the start of school. When significant changes occur, (such as District reconfiguration) rebidding of routes will occur.

C. The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE 11: DURATION OF AGREEMENT AND OPENERS

This Agreement shall be effective as of July 1, 2026, and shall continue in effect through June 30, 2029. If an agreement is not reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing. Both parties further agree to meet no later than November 15th of each year for a wage opener

Transportation Section

ARTICLE 12: BASIC JOB DESCRIPTION (Transportation)

Bus Driver:
The goal of the position of bus driver with the Mt. Pleasant Public Schools is to provide safe and efficient transportation so that students may enjoy the fullest possible advantage from the district's curriculum and extracurricular program. When a driver accepts a route, the driver accepts the responsibility for all duties connected with that route including but not limited to, route mapping, scheduling stops, and contacting families.

Dispatcher:
To assist the Director in providing transportation services which meet the needs of the District.

ARTICLE 13: WORKING RULES AND REGULATIONS (Transportation)

A. In the event any bargaining unit member has concerns regarding working conditions, it is recommended that the member seek assistance from their immediate supervisor and the Association before contacting the Central Office.
B. The use of tobacco, alcohol or illegal drugs is prohibited on school buses and all school property.

paid at 100% for driver working at least 40 hours

Personal communication devices or other forms of technology such as cell phones, using ear buds, headphones, or a smart watch are strictly prohibited from use while driving the bus.

C. The driver is responsible for completing a pre-trip and post-trip inspection of the mechanical condition of the bus pursuant to checklists established by the district. The driver is also responsible for maintaining his/her vehicle in a clean and orderly condition (i.e., sweeping, washing).

   In addition to regular driving pay, it is required that each driver will wash their bus once per week and will receive one (1) additional hour of pay per week for this task. The school district will provide and maintain a wash bay for cleaning of buses. Drivers will spray down the floor of the wash bay after each use.

D. Working hours may vary. Occasionally, drivers may be required to start work earlier due to inclement weather or other unique circumstances. In any event, the supervisor shall notify drivers of any changes in the work schedule as soon as possible. Drivers are expected to arrange their personal appointment schedules to accommodate the need to have the work schedule covered by the regular driver.

E. For payroll purposes, the work week shall begin on Friday at 12:01 a.m. and shall end on Thursday at 12:00 midnight. Drivers' regular work days shall be Monday through Friday. Occasionally drivers may drive extra trips on Saturdays or Sundays.

F. Punctual and regular attendance is expected of everyone and because of the importance of the position, it is essential that drivers are as punctual as possible. Delivery of students to all respective schools <u>on time</u> is the driver's responsibility. If a driver is unable to drive his/her route, the Transportation Supervisor and/or dispatcher shall be notified at least one hour prior to the starting time of the route by calling the main line of 989-775-2323.

G. All drivers are subject to random drug testing in accordance with state law and are required to take a basic physical examination as required by law.

   1) Bus drivers shall be paid for actual time spent at the drug testing location.

   2) The actual cost of the physical shall be paid by the Board if the driver is using the Board approved doctor.

   3) The Board may require a physical on a more frequent basis.

H. The Board shall pay for all licenses, tests, and any other fees required to obtain or renew a license to drive a school bus. If any diver is required to retake a test because of failure to pass, the driver must pay any additional cost. The driver must also pay for any tests required pursuant to MCL 257.1849 section (4).

I. Drivers may be required to attend up to four (4) district sponsored in-service programs/meetings per school year. One of the four meetings shall be scheduled on the Monday before the first day of student instruction. This day shall be scheduled from 8:00 a.m. to 3:00 p.m. with a one-hour unpaid lunch.
   In addition to staff meeting time, drivers are expected to use this day to confirm their route and contact parents. Drivers shall be given at least ten (10) work days notice of such in-service programs/meetings. Drivers shall be paid at their current wage rate for attendance at in-service programs/meetings.

paid at 100% for driver working must be notified

J. In addition to staff meeting time, drivers are expected to use this day to confirm their route and contact parents. Drivers shall be given at least ten (10) work days notice of such in-service programs/meetings. Drivers shall be paid at their current wage rate for attendance at in-service programs/meetings.

- If a driver requires more time to practice their route, or communicate with families, he may be asked by the transportation director to work additional hours,
- The driver may request additional work time from the Transportation Director

K. Drivers shall be given priority based on seniority for substituting during times they do not have regularly scheduled runs provided they notify the Transportation Supervisor in writing and that the additional run(s) will not result in overtime.
The order of priority for offering substitute positions is as follows:
1) Current regularly employed drivers
2) Laid off bargaining unit members
3) Non bargaining unit members.

ARTICLE 14: VACANCIES (Transportation)

Permanent Vacancies (Delete the word permanent?) Add a bullet about an FMLA Leave, or approved leave of absence for a temporary vacancy). The transportation director can reassign routes during a temporary vacancy ~driver returning from leave will return to their route.

A. A vacancy shall be defined as a newly created position or an existing position that is not filled. Morning noon and afternoon routes and mid-day shuttles shall be posted when they become vacant.

B. Vacancies shall be awarded to the most senior applicant. In the event there are no requests for transfers, laid off drivers shall be recalled. Vacancies shall be posted and filled in the following order:
   a. Positions shall be posted within seven (7) work days after a vacancy occurs.
   b. Vacant positions shall be posted for a period of seven (7) work days during which time applications must be submitted in writing as per the instructions on the job posting.
   c. Vacant positions shall be filled within seven (7) work days of the closing of the posting.
   d. Noon runs will be considered separate from the regular route for posting and/or vacancy purposes.
   e. If a route becomes available, (after the regular bid process) the Transportation Director may assign a route to an available flex driver.

III. Trial Period for Assessing New Route

The driver who fills a permanent vacancy and/or is promoted shall be granted a five (5) work day trial period to determine his/her ability to perform the job and his/her desire to remain on the job.

C. If during the five (5) work day trial period the Board believes the driver is not

satisfactorily performing the job, the driver shall be returned to his/her former position. Notice and reasons shall be submitted to the driver in writing by the Board with a copy to the Association. If during (5) work day trial period, the driver wishes to revert to his/her former duties, legitimate reasons shall be submitted to the Employer in writing.

D. The trial period may be waived or shortened by written mutual agreement of the driver and the Transportation Supervisor. Within two (2) work days, the Transportation Supervisor shall provide a copy of the agreement to the Association President.
E. During the trial period, drivers will receive the pay rate of the job they were performing.
F. Anytime a driver transfers to a vacant position, the driver's former position will not be filled until the five (5) work day trial period is completed or waived.
G. If at any time the applicant returns to his/her former position, the next most senior applicant will be offered the position. The five (5) work day trial period will be repeated until the position is filled permanently.

ARTICLE 15: LAYOFF AND RECALL PROCEDURES (Transportation)

I. Layoff Procedures

A. Layoff shall be defined as a reduction in the number of bargaining unit positions or a reduction in hours of a driver.
B. During the school year, no driver shall be laid off unless the driver shall have been notified of the layoff at least twenty (20) work days prior to the effective date of layoff. Between school years, drivers shall be provided thirty (30) calendar days notice of layoff. In the event of a necessary reduction in workforce, the Board shall first give notice to the driver(s) whose run(s) are being eliminated. The driver(s) whose runs are being eliminated shall have the right in order of seniority to bump a less senior driver(s). Drivers who are displaced by more senior drivers through the bumping process may in turn exercise their seniority rights and may bump less senior drivers. No new drivers will be employed by the Board until the recall procedure has been followed.
C. A laid off driver shall upon application and at his/her option be granted priority status on the substitute list according to the order established in Article 3 L. Long-term subbing positions of five (5) and up to forty (40) days shall be offered to the first available laid off driver. A laid off driver who is currently assigned a long-term subbing position is not considered "available" for a different long-term position that overlaps his/her current assignment.

II. Recall Procedure

A. Laid off drivers shall be recalled in order of seniority, with the most senior being recalled first to a vacant position in accordance with Article 5.II.B.a.
B. Notice of recall shall be sent to the driver **via email.** If a driver fails to confirm his intent to work within five (5) calendar days from the date of receipt of notice of recall, he/she shall be considered a resignation.
C. Drivers laid off through procedures set forth in this article shall be retained on a recall list for a period of one year.

paid at 100% for drivers working at least 90 minutes

ARTICLE 16: SICK LEAVE BENEFITS (Transportation)

I Accumulation of Sick Leave

A. All regularly employed drivers are entitled to sick leave time according to the following schedule. The accumulation rate for a given driving assignment shall be one day of equated route hours per month.

B. The maximum of accumulated sick leave hours is 825.

   a. Unused personal days over four (4) shall accumulate as sick leave.

   b. Drivers who use two (2) or fewer sick leave days in a year shall be granted two merit days.

   c. Drivers on leave of absence without pay will not receive sick leave credit during such leave.

II. Use of Sick Leave

A. Sick leave may be used by a driver who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., and in accordance with the following provisions:

   a. Requests for sick leave under this provision shall be submitted to the Assistant Superintendent for Human Resources as soon as possible and practicable in advance of the absence.

   b. If an illness or family illness results in the need for more than 3 sick days to be be used, the FMLA process shall be followed.

   c. In no case shall sick leave days be awarded beyond those which the individual driver accumulated.

   d. Prior to returning to work, the driver must file with the Assistant Superintendent for Human Resources a statement of his/her physician certifying that the driver is physically capable of resuming his/her duties as prior to the leave of absence. The Assistant Superintendent for Human Resources may schedule a medical examination at the district's expense to confirm the ability of the driver to return to work.

   e. Should any medical dispute arise regarding the aforementioned provisions, it shall be resolved with the opinion of the third physician as provided in Section VIII of this Article.

   f. A driver may be granted an unpaid leave of absence for sick leave for up to one (1) year. Seniority shall be continued during this leave. The driver shall apply to the Superintendent for an extended sick leave. An extension beyond one (1) year may be approved by the Superintendent.

   g. For the purposes of this contract, sick days may not be used for the care of animals.

B. Sick Day Donation Process

A driver may donate his/her accumulated sick leave to another driver who has exhausted his/her sick leave and whose absence extends beyond ten (10) consecutive work days. A driver may use no more than twenty- five (25) donated days worth of his/her equated hours per absence. Donated sick days

for sick leave of another driver will not negatively affect merit time calculations.

- Drivers are entitled to the sick leave they have personally earned.
- Drivers may support one another through sick leave donations under the following conditions:

A. **Eligibility to Receive:**

You can receive donated sick leave if you have used all of your own leave and are absent for more than **10 consecutive work days**.

B. **Donation Limit:**
You may use a maximum of **25 donated days** (based on your standard work hours) per absence.

C. **No Penalty for Donors:**

Giving your sick leave to a coworker will **not** negatively affect your merit time calculations.

III. Suspected Misuse of Sick Leave

Sick leave benefits are intended for the benefit of the individual driver. Should the Board suspect misuse of these benefits, the Board reserves the right to request a medical examination and/or a statement from a physician as proof of illness.

IV. Forfeiture of Sick Leave

Should any driver terminate his/her employment voluntarily and/or by request of the Board and before retirement, he/she shall forfeit all unused sick leave benefits accrued.

V. Use of Sick Leave for Illness in Immediate Family

a. Leave of absence chargeable to sick leave may be granted on a day-to-day basis up to a limit of five (5) days of equated route hours (using the hours as defined in Section I of this Article) per year, in the event of illness, injury, or hospitalization of a member of the driver's immediate family.

b. Immediate family shall mean spouse, child, step-child, father, grandmother, grandchild, step-grandchild, brother, step-brother, sister, step-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in- law, and son-in-law. Any days beyond five (5) may be granted by the approval of the Superintendent.

c. For the purposes of this contract, sick days may not be used for animal illness, or appointments.

ARTICLE 17: LEAVES OF ABSENCE (Transportation)

I. Leave of Absence with Pay

Drivers are entitled to a leave of absence with pay under the following conditions:

A. Bereavement Leave ***Aligned this with maintenance language.***

a. An employee shall be allowed up to five (5) working days with pay as

bereavement days, not to be deducted from sick leave, for attendance at a funeral due to a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother- in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the employee's household.

b. Exceptions to this article may be made by written request to the Superintendent.

c. For the purposes of this contract, a Bereavement Day may not be used for animals.

B. Jury Duty

a. A driver who serves on jury duty or as a subpoenaed witness and is not a party to the action will be paid the difference between his/her pay for jury duty or witness fee and his/her regular pay. A driver is expected to report for regular school district duty when temporarily excused from attendance at Court.

C. Personal Days

a. At the beginning of every school year, each driver shall be credited with 3 days to be used for the driver's personal business. Bargaining unit members hired after January 1st, shall receive prorated personal days-one (1) personal day shall be credited. The use of personal days shall be subject to the approval of the Assistant Superintendent for Human Resources if the day requested is prior to or following a vacation. The standard procedure is to grant the request for an individual only once in three (3) years.

- November 15th and the days associated with shall not be included in the definition of vacations for purposes of this paragraph.

b. A driver planning to use a personal day or days shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Unused personal days shall accumulate as leave, up to four (4) days. Unused personal days over four (4) days shall accumulate as sick leave.

c. At the discretion of the driver, personal days may be substituted for canceled days of instruction that would otherwise have been unpaid days. The advance notice does not apply to this substitution.

D. Merit Days

a. Drivers who use two (2) or fewer sick leave days in a year shall be granted four (4) merit days. If eligible, two (2) merit days will be awarded on December 31st, and two (2) merit days will be awarded on June 30th. The merit days shall not be counted as part of the regular leave days.

Merit days may be used at the discretion of the driver with the following exception:

Merit days may not be used to extend a regularly scheduled ~~**vacation**~~ school or holiday break ~~period~~ unless approved by the Assistant Superintendent for Human Resources

A holiday or break may be extended using Merit Days 1 time every 3 years. The request to extend a holiday or break must be approved by the Assistant Superintendent.

b. At the discretion of the driver, merit days may be substituted for canceled days of instruction that would otherwise have been unpaid days. Advance notice does not apply to this substitution. Donated sick days for sick leave of another diver will not negatively affect merit time calculations.

c. Merit days may accumulate as merit days to a maximum of ten (10). If a driver currently has accumulated the maximum of ten (10) merit days and is granted two

paid at 100% for drivers working at least 90 hours

(2) additional days (earned the prior year), he/she must use the two (2) days in the current year or the days will be forfeited. However, if the driver applies to use either or both days and is denied the time, the driver shall be paid at the current step 1 base pay rate for the day(s) denied. This is the only situation in which a driver is paid at a rate lower than his/her own rate.

d. Merit or personal days must be used before unpaid leave is granted.

E. Leave of Absence without Pay

A leave of absence without pay for up to one (1) year may be granted in cases of exceptional need. Leaves may be granted for such reasons as settlement of an estate, child rearing, etc., but not for the purpose of obtaining employment elsewhere. Seniority shall be continued during personal leave granted to the driver. The driver should check with the Payroll Department at Central Office about maintaining the hospitalization and/or insurance coverage during this period. These leave requests are to be made to the Assistant Superintendent for Human Resources.

F. Leave Extensions

In the event the leave of absence expires and the driver is unable to return to work, he/she may request an extension from the Assistant Superintendent for Human Resources.

G. Return from Leave

Upon return from any leave of absence, the driver shall return to the position he/she held prior to the leave, if it exists. In the event the position no longer exists or if the hours have been reduced, the returning driver may bump a driver with less seniority so as to assume the number of hours the returning driver was scheduled to work prior to his/her leave. However, if there is no position available to the driver with an equal amount of time, the driver may bump any less senior driver regardless of hours.

ARTICLE 18: WORK YEAR (Transportation)

A. Drivers shall be paid for runs worked on all scheduled student instructional days/hours. Drivers shall be paid their regular daily wage for the first 4 canceled days of instruction which are not legally required to be made up and for which the district receives state aid. For each canceled day of instruction beyond the first 4 days not legally required to be made up, the driver's wage that he or she would have been paid for the canceled day will be deducted in the pay period in which it occurred. However, at the discretion of the driver, merit or personal days may be substituted for canceled days of instruction that would otherwise have been unpaid days.

- Drivers have the opportunity to work in the District on the 5th and 6th cancellation day.If a Driver chooses to work on District projects on the 5th/6th cancellation day, they will be paid their regular full wages for the time worked. (Work 4 hours=6 Hours of Pay)

B. If make-up of student instruction days is legally required or necessary for the school district to receive state aid, drivers shall work those make-up student instruction days and shall be paid their normal rate of pay for runs worked.

C. The undersigned parties agree that prior to implementing a redistricting plan, single bus runs, or routes being extended past the hourly rate schedule as defined in Article 12, Section III, the parties shall negotiate the impact of the changes on drivers. The Board

will provide notice of proposed changes to the Association at least forty-five (45) calendar days prior to any implementation of changes.

D. In the event a driver receives unemployment or under-employment benefits during the school year associated with his/her regular driving assignment due to canceled instruction days (as defined above), the driver will have his/her pay adjusted so that the un/under-employment benefits and pay are equal to no more than the driver's regular yearly wages had school not been canceled.

E. The determination to cancel and/or reschedule any day(s) of instruction shall be the prerogative of the Board and shall not be grievable.

ARTICLE 19: WAGES AND BENEFITS (Transportation)

I. Hourly Pay Schedule See Appendix A

A. The salaries of drivers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. For purposes of payroll, the work week for reporting hours worked shall be Friday 12:01 a.m. through Thursday 12:00 midnight.

C. Extra trips will be paid at the current hourly rate of the driver.

II. Longevity Pay

A. Longevity pay in addition to the regular pay shall be granted to all regular drivers after completion of continuous service according to the following schedule payment:

a. After six (6) years:	6.0% of base pay
b. After twelve (12) years:	10.0% of base pay
c. After eighteen (18) years:	14.0% of base pay
d. After twenty-four (24) years:	16.0% of base pay
e. After thirty (30) years:	18.0% of base pay

B. Longevity pay shall begin on the anniversary of the driver's seniority date.

III. Hourly Rate Schedule

A. The below description of one run may include time to pick up or drop off secondary students in addition to regularly scheduled elementary students.

- Full time drivers are expected to work approximately two 3 hour runs, (one morning, one afternoon) equating to 6 hours per day.

IV. Holiday Pay

A. The 8 paid holidays are designated as New Year's Eve Day, New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.

B. All bargaining unit members are expected to work the day before and the day after a holiday in order to be eligible for holiday pay. If, however, a bargaining unit member is sick either the day before or the day after the holiday, they are still

eligible to receive holiday pay. If the bargaining unit member is suspected of abusing sick leave, the supervisor can request medical documentation for the absence. If the bargaining unit member fails to provide medical documentation for the absence, they shall not receive the holiday pay.

V. Payment for Transportation Meetings

Payment for attending scheduled transportation meetings required by the State of Michigan shall be at the bus driver's regular pay rate.

VI. Paychecks

A. Drivers will be paid every two (2) weeks. Drivers will be paid based on submitted timesheets and will be paid the week following the end of a pay period. All bargaining unit members shall receive their salary via direct deposit to the financial institution of the member's choice. New hires and drivers not previously participating in direct deposit shall have one pay period to notify the district of their choice of financial institution and to complete the necessary paperwork.

B. Deductions from the paycheck include State and Federal Income Tax, and Social Security Tax. The Board shall also make available, through payroll deductions, contributions to credit union programs, annuity funds, health, medical, and life insurance programs, United Way funds and/or other driver paid deductions.

VII. Health Insurance

VIII. The Board agrees to provide the bargaining unit member the option of choosing MESSA Choices health insurance or MESSA ABC Plan. The Board will pay 100% of the prorated state legislative hard cap for the duration of this Agreement**.** Those bargaining unit members who elect MESSA ABC Plan~~.~~ will have his/her deductible front loaded by the District on January 1st of each year**, or the next available business day.**

B. It is understood that the school district will not provide double health insurance coverage within the district.

C. The Board's contribution toward health insurance premiums for the duration of this Agreement shall be 100% of the prorated state legislative hard cap for health insurance for drivers regularly scheduled to work at least 4.1 hours per day. Bid routes of less than 4.1 hours a day added to a driver's schedule after October 15th of the school year will not change the driver's eligibility for health insurance.

VIII. Cash In Lieu of Health Insurance

A. A driver not selecting health insurance will receive $200.00 per month for a full twelve (12) month period. The amount shall be prorated according to the following regularly scheduled hours per day for each driver.

a. 6.1 - 8.0 hours: 100% 6.0 hours - 8 hours

b. 4.1-6.0 hours: 75% 4.1 to 5.9

c. A bargaining unit member electing cash-in-lieu must provide documentation of his enrollment in other legally-sufficient health coverage prior to receiving cash-in-lieu compensation.

IX. Dental Insurance

A. The Board will provide for all drivers and eligible dependents a dental insurance plan for a full (12) twelve month period. The Board's contribution toward dental insurance premiums shall be . ~~prorated according to the following regularly scheduled hours~~

plan at 100% for drivers working at least 4.0 hours

Vision Insurance

The Board shall provide without cost to each driver ~~full family~~ MESSA Vision Service Plan 2. **The Board's contribution toward vision insurance premiums shall be paid at 100% for drivers working at least 4.1 hours**.

XI. Life Insurance

A. The Board shall provide **$10,000** term life insurance and accidental death and dismemberment insurance for each **full-time** driver

Payroll Deduction for Insurance

a.For all insurance coverage, the driver must authorize payroll deduction in writing for the driver's proportional share of the premium cost. Insurance coverage shall be effective five (5) days following the first day of active employment as a bargaining unit member. It shall be the responsibility of each driver to properly apply for insurance coverage. The current insurance policies and conditions of the insurance policy shall determine all eligibility for and amount of benefits.

B. In the event a bargaining unit member is docked days through payroll, the member will have to pay back district-paid hard cap amounts on a per diem basis. The Member's total cost of district-paid hard cap will be divided by the number of scheduled work days for the year to determine a per-diem rate. For members electing cash-in-lieu, the per-diem rate will be determined by dividing their annual cash-in-lieu amount by the number of scheduled work days for the year. This per-diem rate will be deducted for every no-pay or dock day by the following pay period after each occurrence.

XIII. Jackets and Sweatshirts

Driver jackets and sweatshirts will be issued on rotation every fourth year.

The jackets/sweatshirts will be issued to drivers no later than November 15th of the school year in which the items are to be issued.

Jackets	2025	2029	2033	2037	2041	2045	2043	2053	2057	2061
Sweatshirts	2027	2031	2035	2039	2043	2047	2051	2055	2059	2063

XIV Third Party Administrator

The third party administrator for all 403(b) contributions shall be TSA Consulting Group for the MPTA. The district shall not charge drivers for any administrative fees. TSA Consulting Group, along with other currently named investment providers, shall continue to be named a vendor in the 403(b) Plan.

paid at 100% for drivers working at least 4.1 hours

ARTICLE 20: RETIREMENT (Transportation)

A. All employees of the school district are covered under the Michigan Public School Employees Retirement System.
    a. The Mt. Pleasant School Board agrees to pay the current retirement contributions for each driver into the Michigan Retirement Fund as determined by the Michigan Public School Employees Retirement System.
    b. Drivers who have ten (10) years of service as full-time employees and are retiring under the provisions of the Michigan Public School Employees Retirement System shall receive terminal pay computed at 21% of base pay (Step 1) times the number of his/her accumulated sick time hours.

ARTICLE 21: SAFETY (Transportation)

A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the drivers may encounter at their place of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local Regulations.
B. Upon consulting with the Transportation Supervisor, there shall be no disciplinary action taken against a driver who refuses to drive a bus identified unsafe by the driver and verified by the Bus Mechanic and Transportation Supervisor. Other buses will be made available to complete assignments. In the event that the Transportation Supervisor directs the driver to drive what is felt by the driver to be an unsafe bus, such a directive shall be given to the driver in writing, by the Transportation Supervisor, prior to the time the driver is scheduled to drive.

ARTICLE 22: STUDENT HEALTH ISSUES (Transportation)

In the event the district becomes aware of health issues related to a student assigned to a driver and that the driver needs to know in order to safely transport the child and address potential medical emergencies, the Transportation Supervisor shall advise the driver of such health issues. Student health information is confidential and must be kept confidential by the informed driver.

ARTICLE 23: TRIP CHARTS (Transportation)

It is recognized that all Mt. Pleasant Public Schools field trips and athletic trips must first attempt to utilize Mt. Pleasant Public Schools Transportation Department buses. Failure to adhere will result in compensation for lost hours at a driver's normal rate of pay.

I. Regular/**Day Trips** - Trips that are between the morning and afternoon route hours. The initial rotation shall begin on the first student day of each school year and end on the last student day.
    a. The sign up sheet for day trips is available at the back to school transportation meeting the Monday before school starts.

b. Day Trips are scheduled 2-3 weeks in advance. Trips shall be assigned on a rotational basis. The initial rotation will start with the most senior driver. The Transportation Director will reach out to the driver who is up next on the list. During the school year the rotation shall continue through the list with the driver listed after the driver last assigned a trip. Trips that arise between the scheduling will follow the same rotation
c. In the event two or more trips are scheduled for one day, the trips shall be assigned based on the length of the trip (most hours to least hours) as to prevent overtime, if the next driver would be in overtime a lesser hours trip will be offered that day..
d. Drivers will be added or removed from the regular trip chart at the driver's request. Such notice shall be in writing 5 days prior to the change with the understanding any trips already bid on will remain accepted.
e. A driver may request a specific Day Trip 21 calendar days prior to the event. If that date is not the driver's usual turn in the rotation, the driver will give up his/her next turn in rotation. If two drivers request the same trip/date, the higher senior driver shall be given the trip.
f. A driver shall receive (2) hours of wages in the event that he/she arrives at the school for the trip and the trip is canceled.
g. A driver shall receive a minimum two hours of wages for trips when the transportation department is billing for the trip. If the trip is done as a courtesy, the Transportation Director will make the driver aware of the allowed paid time when offering the trip. A one way in town trip will pay 1 hour and will also only be billed out for 1 hour.
h. The rotation list is kept on a clipboard in the breakroom.
i. A non-bargaining unit (substitute driver) shall not be offered or take a regular trip until all bargaining unit members on the regular and emergency trip charts have refused the trip.
j. A driver shall not be assigned a daily trip if it interferes with his/her run. The affected driver shall be assigned the next available trip that does not interfere with his/her run. A driver who is at or exceeds forty (40) hours in a given week will not be considered for a daily trip until the next posting.

II. After Hours Trips ~(Includes Spring Break, Winter Break) -

After hours trips involve extra-curricular activities that extend beyond regular school days.These will include athletic and school trips starting after 5pm during a scheduled school day, weekends, spring break, winter break,and non scheduled work days per the school calendar. Drivers working less than 7 ½ hours per day are eligible for these trips.

The sign up sheet for After Hours Trips is available at the back to school transportation meeting the Monday before school starts.

a. A driver, who is not available or able to take his /her afternoon run, shall not be allowed to take an After Hours Trip that afternoon or evening. A driver, who is not available or able to take his/her Friday afternoon run, shall not be allowed to take a regular trip that weekend. This shall not include scheduled leave time (personal merit, scheduled check-up or bereavement time).

b. After Hours Trips are scheduled 2-3 weeks in advance. Trips shall be assigned on a rotational basis. The initial rotation will start with the most senior driver. The Transportation Director will reach out to the driver who is up next on the list. During the school year the rotation shall continue through the list with the driver listed after the driver last assigned a trip. Trips that arise between the scheduling will follow the same rotation
c. In the event two or more trips are scheduled for one day, the trips shall be assigned based on the length of the trip (most hours to least hours) as to prevent any overtime.
d. Drivers will be added or removed from the After Hours trip chart at the driver's option. Such notice shall be in writing 5 days prior to the change with the understanding any trips already bid on will remain accepted
e. The rotation list is kept on a clipboard in the breakroom.
f. A driver shall receive (2) hours of wages in the event that he/she arrives at the school for the trip and the trip is canceled. A driver shall receive a minimum two hours of wages for trips when the transportation department is billing for the trip. If the trip is done as a courtesy like Kindergarten Kick off, the Transportation Director will make the driver aware of the allowed paid time when offering the trip. A one way in town trip will pay 1 hour and will also only be billed out for 1 hour.

III. Summer Trips - This includes trips after the last day of school and before the first day of the next school year.

A. The sign up sheet for Summer Trips is available on the breakroom table the first week of May.
B. All drivers that sign up on the Summer Trips list are eligible for all Peak and other summer trips. If a driver accepts a Summer Trip the expectation is to do the trip.
C. The Transportation Director will reach out to the driver who is up next on the list. During the summer the rotation shall continue through the list with the driver listed after the driver last assigned a trip. The Summer Trips are all taken care of and bid out before the end of the school year.
D. Trips that arise between the bi-weekly scheduling will follow the same rotation.
E. A driver shall receive (2) hours of wages in the event that he/she arrives at the school for the trip and the trip is canceled. A driver shall receive a minimum two hours of wages for trips when the transportation department is billing for the trip. If the trip is done as a courtesy like Kindergarten Kick off, the Transportation Director will make the driver aware of the allowed paid time when offering the trip. A one way in town trip will pay 1 hour and will also only be billed out for 1 hour.

Drivers	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
HOURLY WAGE	19.15	19.43	19.70	19.98	20.34	20.71	21.51
	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
HOURLY WAGE	21.81	22.10	22.39	22.69	22.99	23.29	23.70
	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21
HOURLY WAGE	23.76	24.40	24.62	25.05	25.48	25.97	26.45
	STEP 22	STEP 23	STEP 24	STEP 25	STEP 26	STEP 27	STEP 28
HOURLY WAGE	26.95	27.44	27.93	28.41	28.97	29.52	30.62
	STEP 29	STEP 30	STEP 31				
HOURLY WAGE	30.62	31.17	31.72				

Maintenance Section

ARTICLE 24: BASIC JOB DESCRIPTION (Maintenance)

Maintenance Specialist:

The goal of the position of Maintenance Specialist with the Mt. Pleasant Public Schools is to maintain the buildings and grounds in a condition of operating excellence so that full educational use may be made of them at all times. Each licensed specialist is responsible for the safe and efficient operation of the mechanical system in their area of expertise, ie., plumbing, electrical, HVAC. This includes safety compliance, preventative maintenance, troubleshooting and repair, along with compliance with all municipal, state and federal codes, rules and regulations. The Specialist may also perform general maintenance and grounds duties.

Maintenance Generalist:

The goal of the position of General Maintenance with the Mt. Pleasant Public Schools is to maintain the buildings and grounds in a condition of operating excellence so that full educational use may be made of them at all times. General maintenance staff will perform general repairs, preventative maintenance and groundskeeping duties.

Maintenance/Mechanic Helper:

The goal of the position of Maintenance/Mechanical Helper with the Mt. Pleasant Public Schools is to assist the Head Mechanic with routine maintenance in order to provide students, staff and

drivers with a safe, clean and well maintained fleet and facilities. Perform general repairs to district equipment and maintain a high standard of safety, cleanliness and efficiency. The Maintenance/Mechanical Helper must have and maintain a valid driver's license, CDL and all necessary endorsements. Complete other duties as assigned by the Director of Transportation.

Head Mechanic:
The goal of the position of Head Mechanic with the Mt. Pleasant Public Schools is to help schedule and perform preventative maintenance, plan and perform all other repairs to district fleet including buses, maintenance vehicles, and other motorized equipment. Furthermore, prepare and maintain service records. Other responsibilities of the Head Mechanic include diagnosing problems, determining the best solutions, and making any necessary repairs to ensure the fleet is running well. The Head Mechanic will estimate time, materials and cost for repairs and maintenance. This also includes safety compliance and keeping the fleet in compliance with State and Federal regulations. The Head Mechanic must have and maintain a valid driver's license, CDL and all necessary endorsements. Complete other duties as assigned by the Director of Transportation.

I. Maintenance/Facilities Management Employees:

A. The work day for full-time employees will be eight (8) consecutive hours per day.
B. The work week will be five (5) consecutive days, Monday through Sunday, for a minimum of forty (40) hours per week.
C. No part-time positions will be created where a full-time position could be established.
D. First, second and third shift employees shall be allowed thirty (30) minutes off for lunch in addition to their eight (8) hour work day. Maintenance staff shall take their lunch breaks at the location or within a reasonable distance from where they are working. It is understood that an employee has thirty (30) minutes for lunch including travel time.
E. Summer work shift shall be determined by the Employer. Employees shall be given a one-week notification regarding their summer work schedule. Every effort will be made to work employees on the day shift as applicable.
F. If an employee is requested to work contingent hours beyond his/her normal shift, those hours shall be paid at time and one-half except for the extra time principle.
G. Employees will have available to them, ten (10) minutes before meal time for personal clean-up time.
H. For the purposes of calculating the payroll, the pay period shall begin on Friday at 12:01 a.m. and shall end on Thursday at 12:00 midnight.
I. Changes in shift schedule lasting for more than one (1) week shall not occur without five (5) working days of advance notice to the affected employee(s), and an explanation thereof. Exceptions may be made upon mutual agreement of the Association President and the Superintendent in case of emergency and on approval of the Superintendent.
J. If an emergency occurs, and an employee is requested to report for duty, (outside of scheduled overtime) a minimum of two (2) hours or the number of hours in the an employee's regularly scheduled shift, whichever is less, will be granted at time and one- half or double time on Sundays and holidays. The employee will only be required to stay on site until the emergency is resolved.

ARTICLE 25: VACANCIES (Maintenance)

Vacancies will be posted internally and externally as openings are determined.

ARTICLE 26: LAYOFF AND RECALL PROCEDURES (Maintenance)

I. Layoff

A. In the event of layoff, or any reduction of hours or wages, the temporary employees shall be laid off first, followed by probationary employees. Probationary employees shall be laid off according to the date of hire into the bargaining unit. If seniority employees are laid off, all seniority employees will be given the opportunity to volunteer first before any seniority employee is laid off.

B. Employees covered by this Agreement who face layoff may claim an equivalent number of their hours from the least senior employee(s) covered by this Agreement.
   a. Within his/her own classification, which are defined as:
      i. GENERALIST, Maintenance Helper, Licenses or Certified Specialist
   b. Within the Facilities Management Department

   This is provided the employee has the ability and licensure or certification to perform the duties of the position in the new classification. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.

C. Employees to be laid off will have at least fourteen (14) calendar days' notice of their intended layoff. The Chapter Chairperson shall receive a list of employees being laid off.

D. Overtime will not be used to replace a laid off employee. A laid off employee will have the first opportunity to work any hours prior to the use of a sub.

E. An employee on layoff will be allowed to continue participation in the Employer's insurance group with permission of the insurance carrier provided the employee makes monthly payments up to date in advance to the Employer for the period not to exceed COBRA guidelines.

II. Recall Procedure

F. Notice of Recall shall be sent by the Employer to the Chapter Chairperson and to the employee at the employee's last known address by registered certified mail. If any employee fails to report to work within seven (7) calendar days from the date of mailing of Notice of Recall, the employee shall be considered a quit. Non-probationary employees in the bargaining unit shall be eligible for recall for a period of two (2) calendar years from the date of layoff.

G. Each employee is responsible for keeping the Employer advised in writing of any change of address, and the Employer will not be obligated to return to work any employee who fails to report his/her current address to the Employer.

H. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in this Agreement, with the most senior employee on layoff recalled first, provided he/she has the ability to perform the work available.

I. When a vacancy occurs, while there are still employees who are laid off, all job posting, transfers, and bidding will take place at a meeting of all employees.

paid at 200% for hours worked in excess

ARTICLE 27: SICK LEAVE BENEFITS (Maintenance)

I. Sick Leave (discuss front load)

A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month with maximum accumulation of 120 days for all employees.

B. Employees must notify the Employer at least one (1) hour prior to the scheduled starting time if they are unable to report for work, except in cases of emergency beyond the employee's control.

C. Should an employee terminate his/her employment voluntarily and/or by request of the Employer, he/she shall forfeit all unused sick leave benefits.

D. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked.

E. Sick leave benefits are for the benefit of the individual employee in cases of personal illness, (family illness) and/or accidental injury.

- Should these benefits be suspected of misuse, the Employer reserves the right to request a medical examination and/or a statement from a physician as proof of illness or injury. Misuse will be interpreted as less than five (5) days accumulated sick leave with no history of documented illness.

F. All employees who become aware of an impending period of disability necessitating absence from work shall notify the Employer as soon as reasonably possible after diagnosis. Notification shall include a statement from the attending physician giving the anticipated dates of commencement and termination of the period of disability. Said notification must be filed with the personnel office. The employee may be required to perform the duties of employment while remaining on the job, if the disability is not to commence immediately. Sick leave benefits will be paid only for those days for which absence results due to the disability.

G. Employees absent from work for more than three (3) consecutive days must provide a physician's return-to-work release.

H. Employees on leave of absence without pay shall not accumulate sick leave during such periods.

B. Sick Day Donation Process

A maintenance member may donate his/her accumulated sick leave to another maintenance member who has exhausted his/her sick leave and whose absence extends beyond ten (10) consecutive work days. A maintenance member may use no more than twenty- five (25) donated days worth of his/her equated hours per absence. Donated sick days for sick leave of another maintenance member will not negatively affect merit time calculations.

- maintenance members are entitled to the sick leave they have personally earned.
- maintenance members may support one another through sick leave donations under the following conditions:

paid at 100% for their working hours

D. **Eligibility to Receive:**

You can receive donated sick leave if you have used all of your own leave and are absent for more than **10 consecutive work days**.

E. **Donation Limit:**

You may use a maximum of **25 donated days** (based on your standard work hours) per absence.

F. **No Penalty for Donors:**

Giving your sick leave to a coworker will **not** negatively affect your merit time calculations.

ARTICLE 28: LEAVES OF ABSENCE (Maintenance)

I. Personal Leave

A. All bargaining unit members shall be allowed five (5) personal days to be used at his/her discretion subject to the following conditions:
   a. The use of the personal days shall be subject to the approval of the Superintendent, or his/her designee, if the day(s) requested is prior to, or following, holidays, vacations, seasonal breaks or during the first five (5) or last five (5) days of the working year.
   b. Notification of intent to use the personal day(s) shall be made in writing to the immediate supervisor at least twenty-four (24) hours in advance, except in cases of emergency.
   c. Unused personal time will become sick time.
   d. If a conflict develops, and an adequate workforce is in jeopardy, a personal day may be denied by the Assistant Superintendent for Personnel.

II. Bereavement Leave

A. An employee shall be allowed up to five (5) working days with pay as bereavement days, not to be deducted from sick leave, for attendance at a funeral due to a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the employee's household.
B. Exceptions to this article may be made by written request to the Superintendent.
C. For the purposes of this contract, a Bereavement Day may not be used for animals.

ARTICLE 29: WORK YEAR (Maintenance)

I. Working Hours Shift Premium and Hours

A. The work day for full-time employees will be eight (8) consecutive hours per day.
B. The work week will be five (5) consecutive days, Monday through Sunday, for a minimum of forty (40) hours per week.
C. No part-time positions will be created where a full-time position could be established.
D. Employees who work on the second shift shall receive, in addition to their regular pay

for the pay period, twenty-five cents ($.25) per hour shift premium

E. Employees who work on the third shift shall receive, in addition to their regular pay for that time period, forty cents ($.40) per hour shift premium.

F. First, second, and third shift employees shall be allowed thirty (30) minutes off for lunch in addition to their eight (8) hour work day. It is understood that an employee has thirty (30) minutes for lunch including travel time.

G. Summer work shift shall be determined by the Employer. Employees shall be given a one-week notification regarding their summer work schedule. Every effort will be made to work employees on the day shift as applicable.

H. If an employee is requested to work contingent hours beyond his/her normal shift, those hours shall be paid at time and one-half except for the extra time principle.

I. For the purposes of calculating the payroll, the pay period shall be Friday through Thursday.

J. Changes in shift schedule lasting more than one (1) week shall not occur without five (5) working days of advance notice to the affected employee(s), and an explanation thereof. Exceptions may be made upon mutual agreement of the President and the Superintendent or in case of emergency and on approval of the Superintendent.

K. If an emergency occurs, and an employee is requested to report for duty, (outside of scheduled overtime) a minimum of two (2) hours or the number of hours in the employee's regularly scheduled shift whichever is less, will be granted at time and one-half or double time on Sundays and holidays. The employee will only be required to stay on site until the emergency is resolved.

ARTICLE 30: WAGES AND BENEFITS (Maintenance)

See Appendix A

I. Longevity

A. Each employee covered by this Agreement shall receive in addition to his/her regular pay, a longevity increase according to the following schedule:

a.	After six (6) years:	6.00%	Step 1
b.	After twelve (12) years:	10.00%	Step 1
c.	After eighteen (18) years:	14.00%	Step 1

II. Time and One-Half and Double Time

A. Time and one-half will be paid for all hours worked over eight (8) in one day or over forty (40) hours in a scheduled work week.

B. Double time will be paid as follows:

a. For all hours worked on Sundays.

b. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

C. Straight time shall be paid to employees working regularly assigned hours and shifts on Saturday and Sunday. This provision is exclusive of regularly assigned weekend building checks when said checks are in addition to the employee's regular work

paid at 200% for those working at least 40 hours

week.

III. Holiday and Observance Provisions

A. The 9 paid holidays and observances for those working at the time are designated as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, the day before Christmas, Christmas Day, and New Year's Eve. Employees will be paid their current rate based on their regular scheduled work day for paid holidays and observances.

B. The table below indicates day(s) off with pay (Column II) if Christmas Day or New Year's Day falls on the weekday indicated in Column I:

Column I:	Column II:
Monday	Friday and Monday
Tuesday	Tuesday and Wednesday
Wednesday	Tuesday and Wednesday
Thursday	Wednesday and Thursday
Friday	Thursday and Friday
Saturday	Friday and Monday
Sunday	Friday and Monday

IV. Vacation Eligibility

A. A full-time (calendar year) employee will be granted vacation, with pay, in accordance with the following schedule:

a. Through the first six (6) years of employment: .833 days per month, accumulative to 40 days

b. After the first six (6) years of employment and through the completion of twelve (12) years of employment: 1.25 days per month, accumulative to thirty 40 days

c. After twelve (12) years of employment: 1.67 days per month, accumulative to 40 days

d. After twenty (20) years of employment: 1.87 days per month, accumulative to forty (40) days.

e. Employees will be allowed to use vacation days as they are earned.

Vacation Days=Start with 5 then earned per pay period

- Front Load 5 days after the 90 day probationary period
- 6 months to 71 months (0-5 years) earns .8330 vacation day(s)
- 72 to 119 months (6-10 years) earns 1.25 vacation day(s)
- 120 to 179 months (11-15) earns 1.67 vacation day(s)
- 180 to 999 months (15+) earns 2.083 vacation day(s)
- Vacation days are capped at 45

V. Vacation Period

A. Employees are asked to notify the Supervisor of proposed vacation periods as far in advance as possible.

B. Where a conflict develops between requested vacation periods and an adequate workforce, requests will be approved by the immediate supervisor and the Assistant Superintendent.

C. Employees requesting three (3) or more consecutive vacation days should do so by entering the absence in Willsub seven (7) days in advance of the day requested. Less advance notice may be accepted based on the circumstances and efficiency of the operation.

D. A vacation may not be waived by an employee and extra pay received for work during that period.

E. The Employer reserves the right to limit the number of employees on vacation at any one time.

F. Vacations of more than ten consecutive days must be approved by the Assistant Superintendent of Human Resources.

VI. Pay

A. Employees shall be paid bi-weekly on Friday, eight (8) days following the end of a pay period. All employees shall receive their salary by direct deposit into a financial institution of the employee's choice. A new employee shall designate the financial institution at the time of employment.

B. Rate during vacation: Employees will be paid their current rate, based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

VII. ~~Hospitalization Medical Coverage and~~ Insurance

A. The Employer agrees to provide payment of premiums for insurance coverage of all employees who work a minimum of 32 hours per week, in the bargaining unit as specified herein. Positions will not be created to avoid payment of benefits.

*a. Beginning October 1, 2012, the Board of Education shall pay no more than the **prorated** insurance cap amount established by PA 152 of 2011 toward the cost of health insurance.*

*b. Members enrolled for less than twelve (12) months will have monthly employer-paid premium limits **prorated.***

*Insurance premium limits will be adjusted annually as State legislative hardcaps are adjusted by the State of Michigan.

T**he Board will provide for all members and eligible dependents a dental insurance plan for a full (12) twelve month period. The Board's contribution toward dental insurance premiums shall be paid at 100% for full-time members.**

Board shall provide without cost to each full time member, MESSA Vision Service Plan 2.

Life Insurance and Accidental Death and Dismemberment:

a. $10,000 group life insurance policy. In the event of accidental death, the insurance policy will pay double the specified amount.

C Maintenance employees not selecting health insurance will receive $200.00 per month for a full twelve (12) month period. **A bargaining unit member electing cash-in-lieu must provide documentation of his enrollment in other legally-sufficient health coverage prior to receiving cash-in-lieu compensation.**

D Long-term disability insurance will be provided to all employees of the bargaining unit for the duration of the Agreement. Coverage will commence after exhaustion of all

paid at 100% for those working at least 30 hours

accumulated sick leave up to age 65 at 50% of actual wages with a cap on actual wage of $50,000.

F. In the event a bargaining unit member is docked days through payroll, the member will have to pay back district-paid hard cap amounts on a per diem basis. The Member's total cost of district-paid hard cap will be divided by the number of scheduled work days for the year to determine a per-diem rate. For members electing cash-in-lieu, the per-diem rate will be determined by dividing their annual cash-in-lieu amount by the number of scheduled work days for the year. This per-diem rate will be deducted for every no-pay or dock day by the following pay period after each occurrence.

VIII. Car Allowance

Employees required to utilize their personal vehicle in the performance of their duties for the school district will be compensated at the current IRS rate per mile. Should the school district's car allowance be increased for any other district employees, such increase shall be applied to employees covered by this Agreement.

IX. Tool Replacement

A. In general, it is expected that the district mechanic will provide their own basic tools and equipment. Necessary specialty tools will be provided by the district.

B. In the event that tools may become lost, damaged or stolen through the negligence of the employee, the Employer disclaims any responsibility.
   a. If a district mechanic's tool is damaged through regular use, it will be replaced by the District.
   b. The need for the tool and the purchase will be discussed with the employee's supervisor before it is purchased.

X. Uniforms or Uniform Allowance

A. The Employer agrees to provide the following to all regularly employed maintenance persons within the Bargaining Unit:
   a. Upon new hire and annually thereafter maintenance employees shall receive a $600 annual clothing allowance to be used at C & C Enterprises. Employees will be required to wear furnished uniforms at all times during work hours.
   b. Employees in the Facilities Management Department will be provided one (1) winter jacket. Additionally, all maintenance employees will be provided one (1) summer jacket. Said jackets are to be provided every three (3) years.
   c. Should the employee destroy his/her uniform/coveralls (acid, rips, etc.) during the course of working hours, the Employer shall replace said uniform/coveralls.
   d. Eye glasses: Should an employee damage his/her glasses while on the job or because of the nature of his/her work feels that safety glasses are a requirement, he/she should first:
      i. Present this request to the Chief Financial Officer at the Central Administrative Offices to obtain prior approval.
      ii. A purchase order should be obtained prior to the eye examination with the naming of the optometrist determined by the Employer.
      iii. The Employer will absorb the cost of the safety glasses and the

industrial safety frames if required.

iv. It shall be the responsibility of the employee to bear the cost of the eye examination

XI. Personal Cell Phone Stipend

Maintenance workers will be provided a cell phone at district expense for school business only. If a maintenance worker chooses to provide the District with his private cell phone number and agrees that it may be distributed to district personnel for school business purposes, the employee shall receive a stipend of $240.00 per year. If a maintenance worker elects to provide his cell phone for business use after the start of the contract year the district shall pay a prorated portion of the $240 at the rate of $20.00 per month for the remaining months of the contract year.

ARTICLE 31: RETIREMENT ***(Maintenance)***

Employees are members of the Michigan Public Schools Employees Retirement System. Retirement benefits are established by state law as modified by the legislature.

XII. Retirement Pay

Employees who have at least ten (10) continuous years of service credits, as defined by the Michigan Public School Employees Retirement Act, and at the time qualify to retire under the provisions of the Michigan Public Schools Employees' Retirement Fund, shall receive terminal pay computed at fifty dollars ($50.00) for each year up to twenty (20) years; and from twenty-one (21) up to twenty-five (25) years, the terminal pay shall be computed at one hundred dollars ($100.00)**. Upon retirement, Maintenance Employees will receive 21% of base pay times the number of accumulated sick day hours up to 100 days.**

APPENDIX A: PAY SCHEDULES: MAINTENANCE

Wages for 2026-2027

Maintenance	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Generalist	21.10	21.46	21.82	22.18	22.54	22.90	23.26	23.62	23.98	24.34
Licensed or Certified Spec/Diesel Mech	34.27	34.74	35.21	35.68	36.15	36.62	37.09	37.56	38.03	38.50

Maintenance	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Generalist	24.70	25.06	25.42	25.78	26.14	26.50	26.86	27.22	27.58	27.94

Licensed or Certified Spec/Diesel Mech	38.97	39.44	39.91	40.38	40.85	41.32	41.79	42.26	42.73	43.20

Maintenance	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30	Step 31
Generalist	28.30	28.66	29.02	29.38	29.74	30.10	30.46	30.82	31.18	31.54	31.90
Licensed or Certified Spec/Diesel Mech	43.67	44.14	44.61	45.08	45.55	46.02	46.49	46.96	47.43	47.90	48.37

Mt. Pleasant Public Schools
720 N. Kinney Avenue
Mt. Pleasant, MI 48858

Date:

Due Process Fact Finding Meeting Honesty Statement

Your signature acknowledges that you have been directed to be honest, forthright, and non evasive with your answers to the questions that you are asked.
Failure to do so may result in future discipline, up to and including termination.

Bargaining Unit Member Signature:_____Date:_____

Due Process Fact Finding Meeting Attendance

Meeting Attendees:	**Signature**

Waiver Form for Association Representation

Mt. Pleasant Public Schools

I, _____am aware that I may have Association representation, but I have voluntarily elected not to have representation present at the meeting held with administration (noted and dated above).

I understand that my waiver does not restrict or in any way waive the rights of the Mt. Pleasant Education Association (or other bargaining units in the Mt. Pleasant Public School system).

I reserve the right to rescind this waiver with a written statement to the administration and may reassert my right to representation at any time.

Bargaining Unit Member Signature:_____Date:_____