



AGREEMENT

Between

PARCHMENT SCHOOL DISTRICT

and

MAINTENANCE, MONITORS, TRANSPORTATION

July 1, 2021 - June 30, 2022



COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between PARCHMENT SCHOOL DISTRICT, County of Kalamazoo, Michigan, acting by and through its Board of Education (hereinafter called the "Employer"), and the Maintenance, Monitor, and Transportation (hereinafter called the "MMT")

AUTHORIZED ABSENCE

- Sick Leave Sick leave shall be administered in accordance with the following guidelines, namely:
 - Use Sick leave may be used for:
 - A. Any physical or mental condition which disables an employee from rendering services, but excluding any condition compensable by Workers' Compensation or resulting from other employment. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
 - B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the facilities of the District.
 - C. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
 - D. The critical or emergency illness of the spouse or child of the employee. Such leave shall be limited to the use of three (3) days per year from sick leave accumulated from a prior year and shall be taken only to the extent that the presence of the employee is reasonably required, provided that for special circumstances an additional two (2) days may be granted with the express approval of the Employer.
- Sick Leave Amount Upon the completion of the initial probationary period or trial period, employees shall be credited with sick leave in accordance with the following schedule:
 - A. Maintenance Employees Each full-time (12 month) eight (8) hour per day maintenance employee shall be credited with 96 hours of sick leave in advance for each twelve (12) months of employment. Sick leave hours credited shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 96 hours; 6 hours per day = 72 hours; 5 hours per day = 60 hours, etc.). Unused sick leave shall accumulate from year to year to a maximum of 120 days for an eight (8) hour per day

employee, which accumulation shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 960 hours/8; 6 hours per day = 720 hours/6; 5 hours per day = 600 hours/5). An employee shall only accumulate sick leave to his/her maximum allowable accumulation based upon then existing regularly scheduled work hours per day.

- B. Transportation Employees Each regularly scheduled eight (8) hour per day transportation employee shall be credited with seventy-two (72) hours of sick leave in advance for each school year. Sick leave hours credited shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 72 hours; 6 hours per day = 54 hours; 5 hours per day = 45 hours, etc.) An employee who is scheduled to drive during a summer session shall receive one additional sick leave hour for each twenty (20) hours of summer employment. Unused sick leave shall accumulate from year to year to a maximum of four hundred eighty (480) hours for an eight (8) hour per day employee, which accumulation shall be proportionately reduced based upon the employee's regularly scheduled number of work hours per day (i.e., 8 hours per day = 480; 6 hours per day = 360 hours; 5 hours per day = 300 hours, etc.) An employee shall only accumulate sick leave to his/her maximum allowable accumulation based upon his/her then existing regularly scheduled work hours per day.
- C. Lunch Monitors Upon the completion of the initial probationary period, employees shall be credited with one (1) hour of sick leave for each twenty (20) hours of compensation paid. Credits shall be at the employee's regular compensation rate and shall not include additional compensation for overtime, Holidays or other premium pay.
1. The aggregate accumulation during any contract year shall not exceed eighty (80) hours and the unused accumulation shall at no time exceed three hundred (300) hours. The amount of unused sick leave shall be certified to the employee at least once each twelve (12) months.
 2. Sick leave shall be charged against work days only, and except as the Employer shall otherwise agree, sick leave shall be allocated in hourly increments.
- Used Days Sick leave shall be charged against work days only and shall cease to accumulate and shall not be used by an employee during such period as the employee is on an authorized general leave of absence, an unauthorized leave, or is not otherwise regularly providing services to the Employee.
 - Unused Days If employment is terminated, any accumulated sick leave shall be cancelled and the employee shall not be compensated either in terminal pay or otherwise. If an employee shall not complete the work year, the Employer shall be

reimbursed for any sick leave time which was used in excess of the sick leave time earned as of the termination date. The amount of unused sick leave shall be certified to the employee at least each twelve (12) months.

- Funeral/Bereavement Leave If a spouse, (step)father, (step)mother, father-in-law, mother-in-law, grandparent, brother, sister, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, or grandchild of the employee, including also anyone who permanently resides with the employee, shall die and the employee shall attend the funeral of such person, she shall be entitled to three (3) days' leave with pay, if reasonably required, which days shall not be charged against sick leave. Up to two (2) additional days, deducted from sick leave, shall be allowed for out-of-state travel.

- Personal Leave All employees covered by this Agreement shall be allowed up to two (2) personal leave days per year with pay, not deducted from sick leave, which days may accumulate to a maximum of 4 days. If still unused, shall convert to sick time at the beginning of the next school year. A written request shall be made to the Employer at least 24 hours in advance of the anticipated absence, and shall be approved when used in accordance with 8.3B (below). Personal leave absences shall be subject to the following terms and conditions:
 - A. A written request shall be made to the Employer in advance of the anticipated absence, and it may approve or disapprove the request. In case of emergency verbal requests shall be considered but must be reduced to writing at a later date agreed upon between the parties.

 - B. Personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with performance of an employee's duties. It shall not be used for other employment or the seeking of other employment, or for social, recreational, vacation or other similar purposes.

- Jury Leave An employee shall be entitled to leave with pay, less any jury service fees paid, for jury service if he is unable to have such service rescheduled to a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required.

- Adverse Weather If prior to the beginning of the regular work day school is closed by reason of bad weather or other emergency, employees shall report to work for the first two such days unless otherwise notified that they are not required to report. For the third and subsequent such days employees shall report and receive compensation for 3 hours of pay for bus & bus lot snow maintenance at the discretion of their supervisor. Each employee shall receive their regular rate of pay for the first two such days. If required to report to work on the third and subsequent days, employees will be paid at their regular rate of pay

- Disability Leaves An employee who is or will be physically or mentally disabled for more than ten (10) work days shall be granted a leave of absence in accordance with the following guidelines:

- Foreseeable Disability If the employee knows, or reasonably should know, that the employee has a physical or mental condition which will result in disability, the employee shall:
 - A. Notify the Employer as to the nature and extent of the expected disability in accordance with Section 8.71.
 - B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion
 1. Any limitations on the performance of duties;
 2. The probable date when the employee will be significantly impaired in the performance of the employee's duties; and
 3. The probable length of time, if any, during which the employee will be disabled from performing the employee's work assignments.
 - C. Furnish the Employer such other information as may be necessary, including the attending physician's release, to assure the safety and welfare of the employee, students, and other employees.
- Unforeseeable Disability If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Employer the information herein required for a foreseeable disability.
- Duration of Leave An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
- Compensation Benefits An employee who has completed the probationary period and has been granted a disability leave shall receive payment from accumulated sick leave benefits to the extent eligible.
- For Lunch Room Monitors - Authorized Additional Hours If an employee is absent for any reason and her position is not filled by a substitute worker, the Employer may authorize the necessary hours to complete the work.
- General Leave The Employer may grant a leave of absence upon the request of an employee for reasons of general health, family emergencies, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:
 - A. The past performance of the employee;
 - B. The staffing needs of the Employer;
 - C. The length of service of the employee and the probability that the employee will return

to the service of the Employer; and

B. The purpose or purposes of the leave.

Leave may be with or without pay and, if with pay, may be charged against current or accumulated sick leave as mutually agreed between the Employer and the employee.

- Unauthorized Absence The Employer may terminate the employment relationship if an employee:
 - A. Willfully fails to return to work at the end of a leave of absence or vacation, or
 - B. Is willfully absent for three (3) unauthorized days within a pay period.

COMPENSATION AND BENEFITS

- Basic Compensation The basic compensation of each employee shall be as set forth in Schedule "A".
- Premium Pay.
 - Overtime Compensation An employee shall be entitled to receive overtime compensation at the rate of one and one-half times his regular rate of pay for hours worked in excess of eighty (80) hours during a bi-weekly pay period.
 - Time and One-Half A maintenance employee required to work on a Saturday shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay for such employee for all hours worked.
 - Double Time Any employee required to work on a Sunday shall be compensated at the rate of two (2) times the regular rate of pay for such employee for all hours worked, with a minimum of two (2) hours.
 - Holiday Work Any employee required to work on a holiday shall be compensated at the rate of two and one-half (2.5) times the regular rate of pay for such employee for all hours worked, with a minimum of two (2) hours. This shall be in lieu of holiday pay for all hours worked.
- Computation
 - A. In determining eligibility for overtime compensation, paid leave shall not count as hours worked in computing overtime.
 - B. Overtime shall not be paid on overtime unless expressly required by applicable laws or regulations.
 - C. There shall be no off-setting time for overtime.

SCHEDULE "A"

Section 1. Basic Compensation.

Hourly Compensation Rate Classification Categories

	<u>2021/22</u>
A. Maintenance	18.75
B. Certified School Bus Drivers	18.00
C. Transportation Non Driving Rate	11.86
D. Lunchroom Monitors	11.67

(No employee shall receive less than the federal minimum wage.)

Section 2: Retirement. The Employer will pay the mandatory contribution to the State Retirement Fund for each employee.

Section 3: Longevity:

“After five (5) years of continuous service to the District, the eligible employee shall receive 3% added to his/her basic hourly compensation rate. After ten (10) years of continuous service to the District, the eligible employee shall receive an additional 3% added to his/her basic hourly compensation rate. After fifteen (15) years of continuous service to the District, the eligible employee shall receive an additional 3% added to his/her basic hourly compensation rate.”

If an employee is hired December 31 or earlier in the fiscal year on the following July 1 the step increment would happen if applicable.

SCHEDULE "A-1"

TRANSPORTATION EMPLOYEES

Section 1. Other Compensation

A. Charter Rates

1. Single-Day Trips A transportation employee shall be paid for single-day charter trips at his regular hourly rate of pay except that the Employer shall have no obligation to pay an employee for more than eight (8) hours at such rate unless the actual driving time is greater than eight (8) hours. If a single-day charter trip exceeds eight (8) hours, the employee shall be paid for non-driving time at the applicable non-driving rate and shall be reimbursed for one (1) meal up to a maximum of seven dollars (\$7.00). The driver shall be reimbursed for one meal if the charter is for eight (8) hours or more and for two meals if the charter is for twelve (12) hours or more up to a maximum of eleven dollars (\$11.00).
2. Overnight Trip If a charter trip requires an overnight layover, reimbursement for meals and lodging and any additional compensation shall be determined on a case-

by-case basis by the Employer.

3. On-Call Charters On-call charters shall be defined as those for which the time of departure of a return trip from an activity cannot be specifically determined. Such charters shall be limited to elimination types of programs or activities.

Should it be evident that a charter will include on-call time, the driver shall be notified in advance, and same shall be indicated on charter assignment slips.

A driver with no phone may at his or her option refuse an on-call charter without such refusal being charged against the charter trip chart.

The pay rate for the period of time during which a driver is on call shall increase at a rate equal to the base salary increase.

4. Charter Assignments. An employee shall not be considered for a charter, if, due to illness, he or she did not work his or her assigned hours on the day of the charter. Excepted from this provision are prescheduled medical appointments.

Section 2. Miscellaneous Provisions

- A. Special Trip Assignments The employer shall assign special trips (charters) from among those drivers (including sub drivers) who signify their interest in writing a week in advance of the trip. A special trips chart shall be maintained and posted by the employer for the purpose of equalizing the distribution of said assignments unless this equalization will result in overtime at which time it would be offered to driver (including sub drivers) that would not be on overtime. If all signed interested drivers would be on overtime it would be awarded to the driver with lowest amount of hours. A special trip that is refused by a driver shall be charged as a trip taken on the special trip chart. Any special trip assignment during the day (8:00 a.m. to 2:30 p.m.) would be awarded to the signed interested driver (including Subs) that would cause the least amount of disruption to the regular routes.
- B. Training The Employer shall have the right to require all employees to attend and to satisfactorily complete an approved drivers' education program in accordance with the provisions of applicable law and regulations. Employees shall be paid at the non-driving rate for each full hour of required attendance except that the pay of all new employees shall be suspended until the employee shall have satisfactorily completed the probationary period.
- C. Physical Examinations The Employer at its expense may require transportation employees to take a physical and/or mental examination annually with a licensed physician selected by the Employer.
- D. Tickets A transportation employee assigned to transport students to school-sponsored events shall be provided a free ticket to such event, if requested by the employee in advance of the trip.

SCHEDULE "B"

FRINGE BENEFITS

Section 1. Vacation.

- A. Maintenance Employees Except as hereinafter set forth, each full-time twelve-month maintenance employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the Employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
After one (1) year of uninterrupted service.	Five (5) work days
After three (3) years of uninterrupted service.	Ten (10) work days
After twelve (12) years of uninterrupted service.	Fifteen (15) work days
After eighteen (18) years of uninterrupted service.	Twenty (20) work days

- B. Vacation Pay An employee shall, with prior approval of the Employer, be permitted to carry up to one-half (1/2) of his accrued vacation days from one fiscal year to the next.
- C. Transportation Employees Each transportation employee who drives on a regularly scheduled basis for the regular school year and all summer sessions shall be entitled to receive seven (7) days of vacation with pay to be scheduled at a time mutually agreeable to the Employer and the employee.

Section 2: Holidays.

A holiday shall not be observed if it is a school day. An employee who has successfully completed his or her probationary or trial period shall receive his or her regular compensation for the following holidays, if the holiday shall be celebrated by law on a work day and if the employee was not absent the last work day preceding the holiday and the first work day following the holiday. If a holiday falls on Saturday, Friday shall be considered as a holiday except if such Friday is also a scheduled holiday, provided, however, that in such latter event, the employee shall have the right to take such holiday at another time mutually agreeable to the Employer and the employee. If a holiday falls on Sunday and is celebrated by law on Monday, Monday shall be considered the holiday.

- A. Maintenance Employees Each full time twelve (12) month maintenance employee shall receive the following paid holidays, namely:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	

- B. Transportation Employees and Lunch Room Monitors Each regularly scheduled transportation and lunch room monitor shall be paid the number of hours they normally work per day for the following holidays:

July 4th (12-month employees)	
Memorial Day	Thanksgiving Day
Labor Day	Friday after Thanksgiving
Christmas	Christmas Eve

Section 3: Insurance

- A. Health Insurance:

For Maintenance Employees Effective January 1, 2007, all employees switched to MESSA Choices II Health Insurance with a 10/20 drug card. The Board agrees to pay on behalf of each full time employee (part-time prorated) the following premium per month:

PAK A	\$1,000 or
PAK B	\$ 92.00 or
Cash in Lieu	\$120.00

If/when a maintenance employee goes out to the federal / state health exchanges and obtains health insurance for themselves under the Affordable Health Care Act, the above board contributions will be eliminated.

For Transportation Employees a monthly amount not to exceed \$502.93 per month for the purchase of MESSA ABC Plan 1 will be granted to each employee (6 hrs or more per day) who has worked more than 90 calendar days with the employer, for a HSA health care protection or other providers as approved by the Employer.

\$502.93/month for HSA Health or other as approved by Employer
or
PAK B - \$ 92 per month for Delta Dental and Vision coverage

If/when a transportation employee goes out to the federal / state health exchanges and obtains health insurance for themselves under the Affordable Health Care Act,

the above board contributions will be eliminated.

For Lunch Room Monitors An annual amount not to exceed \$650 will be granted to each employee who has worked more than 90 days with the employer, for HSA health care protection or other providers as approved by the Employer. (This benefit shall be prorated on the basis of a 5 hour per day employer qualifying for full \$650 benefit.)

\$650 Annual for HSA Health or other as approved by Employer

If/when a lunch room monitor employee goes out to the federal / state health exchange and obtains health insurance for themselves under the Affordable Health Care Act, the above board contributions will be eliminated.

A. Limitations and Adjustments The above insurance provisions shall be subject to the following limitations and adjustments:

1. The insurance contribution of the Employer shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.
2. Eligibility for insurance coverage herein provided shall be subject to the underwriting terms and conditions of the insurance carrier(s).

Section 4: Payment for Unused Sick Leave An employee who has completed twelve (12) or more years of service in the District and who retires or is involuntarily retired by reason of health, or dies while employed by the Employer shall receive a cash payment equivalent to fifty percent (50%) of the number of hours of unused accumulated sick leave to a maximum of two hundred (200) credited on the date of the employee's retirement or death. Payment shall be computed by multiplying one-half (1/2) the number of hours of unused accumulated sick leave by the minimum wage rate in effect on the date of retirement or death. In the event of death, payment shall be made to the beneficiary designated by the employee in writing, or in the absence thereof, to the employee's estate.

- Medical Examinations The Employer may require an employee to take a physical and/or mental examination at its expense:
 - A. Upon initial employment;
 - B. Upon return from a leave of absence; or
 - C. To determine the existence of any condition which might impair the ability of the employee to properly discharge his duties or the existence of any condition which might be detrimental to the health or safety of others.
 - D. Transportation employees who are required to submit to drug testing shall be paid at their regular hourly rate if the test conflicts with their scheduled routes. Otherwise, employees shall be paid at the non-driving rate.

- Effective Date and Termination This Agreement shall commence as of the date of its execution and shall remain in full force and effect until midnight June 30, 2022 except as a provision shall by its express terms extend for a longer period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

June 29, 2021

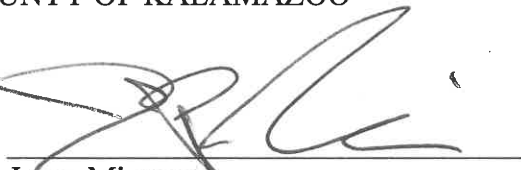
EMPLOYER:

MMT:

PARCHMENT SCHOOL DISTRICT
COUNTY OF KALAMAZOO

PARCHMENT MMT

By: _____


Jason Misner
Superintendent

By: _____


Ryan Doublestein

By: _____


Marilyn Munro