

AGREEMENT
between
MASON CONSOLIDATED SCHOOLS
ERIE, MICHIGAN 48133
and
MASON CONSOLIDATED SCHOOLS
CENTRAL OFFICE STAFF

This Agreement entered into this 30th day of June, 2016 by and between the Mason Consolidated Schools Board of Education, hereinafter called "Board" and the Central Office Staff, hereinafter called "employees" in consideration of the mutual covenants herein, agree as follows:

WITNESSETH:

ARTICLE I – CONTRACT PERIOD

This contract is for the term of two (2) year from July 1, 2016 to and including June 30, 2018.

ARTICLE II – DUTIES

The employees agree to perform their duties in a competent and professional manner in accordance with the established policies and regulations of the Board of Education, the laws of the State of Michigan, and the job description.

ARTICLE III – WORKING HOURS AND CONDITIONS

The normal workweek shall consist of forty (40) hours, eight (8) hours per day, (not including a 30 minute unpaid duty free lunch period) Monday through Friday. Employees may not take their 30 minute lunch period at the beginning of the day or end of the day to shorten their time in the office.

Time and one half (1-1/2) will be paid for time worked in excess of forty (40) hours in one (1) week for special circumstances as deemed necessary and with prior approval of the immediate supervisor or the Superintendent of Schools.

The Board retains the right to reduce the number of work hours per day/week, work days per year, and the number of employees as the Board determines appropriate. Employee vacation, and leave time shall be reduced accordingly to a reduction of work hours and work days.

ARTICLE IV – LEAVES OF ABSENCE

A. BUSINESS DAYS: The employees shall be credited at the beginning of each fiscal year (July 1) with three (3) business days. Business days may be used for personal business that cannot be conducted after normal work hours. Any personal business

day, which is not used during the school year, shall be applied to the accumulated sick leave at the end of the school year. If an employee leaves the school district before the end of the fiscal year, the business days posted for that fiscal year will be prorated based on the actual days worked in a work year if the entire contract is not fulfilled. No business day time shall be credited to an employee while on an unpaid leave.

- B. SICK DAYS: The employee shall be credited with one (1) sick leave day per month worked. Sick leave may be used for personal illness, illness of immediate family, doctor/dentist appointments, or other medical reason requiring the employee's presence. Unused days shall not accumulate beyond 260 days. If an employee leaves the school district before the end of the fiscal year, their sick days posted for that fiscal year will be prorated. No sick day time shall be credited to an employee while on an unpaid leave.
- C. BEREAVEMENT DAYS: Leave of absence chargeable against the employees' sick leave or business day allowance shall be granted for a maximum of five (5) school days for the death of husband, wife, father, mother, son, daughter, sister, brother, grandparents, grandchildren, stepparents, stepbrother, stepsister, stepchildren, parents-in-law or any member of the family who is a permanent resident of the employee household. Weekends will not be included in the five (5) bereavement days. Employees may make a request to the Superintendent for additional days needed for travel purposes or personal business. The additional days will be deducted from sick leave or business day allowance. The Superintendent, in his or her discretion, may grant up to five (5) additional days.

Employees may be granted one (1) day to attend funerals for a non-immediate family person at the discretion of the Superintendent or designee. The day will be deducted from sick leave or business day allowance.

- D. FMLA: The Board may grant a leave of absence, without pay, pursuant to the Family Medical Leave Act ("FMLA"), for a period not to exceed twelve (12) weeks in a one-year period, or as permitted under the FMLA. Paid leave days shall count toward FMLA.
- E. JURY DUTY: The employees who receive a jury duty interview and appearance notice will notify the Superintendent or designee as soon as possible prior to their appearance date. It is understood and agreed that an employee shall be required to work for any and all days or portion thereof when they are not sitting as a juror.

The Board of Education will pay the regular salary for jury duty. Any check received by the employee for such duty will be sent to the Business Office.

The above provision shall also apply to anyone subpoenaed to appear as a witness in any court proceedings except in any case brought by the employee or employees against the District when the employee is participating or testifying against the District.

- F. Any leave day, including sick days, business days, etc., shall not be charged in the event the office is closed for that day.
- G. Employees may use vacation days or business days on inclement weather days, if they choose not to report for the day.
- H. The Employer may require the employee to provide a physician's statement or submit to a medical examination when deemed necessary.

ARTICLE V – VACATIONS AND HOLIDAYS

A. HOLIDAYS:

The employees shall be entitled to the following holidays with pay:

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|---------------------------|--------------------------------|
| 1. New Year's Eve Day | 8. Labor Day |
| 2. New Year's Day | 9. Thanksgiving Day |
| 3. Martin Luther King Day | 10. Day following Thanksgiving |
| 4. Presidents' Day | 11. Christmas Eve Day |
| 5. Good Friday | 12. Christmas Day |
| 6. Memorial Day | 13. Day after Christmas |
| 7. Independence Day | |

If the holiday falls on a Sunday, the employees shall receive the following Monday off. If the holiday falls on a Saturday, the employees shall receive the preceding Friday off. If a school day with student membership is scheduled to be worked on any authorized holiday, employees shall be expected to work and be paid at their regular pay.

B. VACATION DAYS:

Employees hired before July 1, 2015 shall receive the following vacation days:

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|---|---------------------------|
| 0–11 years of District Experience | 20 vacation days per year |
| 12–24 years of District Experience | 25 vacation days per year |
| 25 or more years of District Experience | 30 vacation days per year |

Employees hired after July 1, 2015 shall receive the following vacation days:

- | | |
|---|---------------------------|
| 0–5 years of District Experience | 15 vacation days per year |
| 6–11 years of District Experience | 20 vacation days per year |
| 12 or more years of District Experience | 25 vacation days per year |

Vacation time must be used during the year that it is posted. If an employee leaves the school district before the end of the fiscal year, their vacation days posted for that fiscal year will be prorated. No vacation day time shall be credited to an employee while on an unpaid leave. Upon termination of employment with the District, employees will be paid for any unused vacation days earned at the daily per diem rate up to the maximum accumulation outlined in this paragraph.

ARTICLE VI – COMPENSATION

Employees will be paid based on the following hourly wage rate:

January 1, 2017 - 2018
\$18.91

The District shall pay \$300 off schedule on February 17, 2017.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. INSURANCE COVERAGES:

Employees working a minimum of 40 hours per week for 52 weeks will qualify for the following:

1. Group Term Life Insurance

Group Term Life Insurance in the amount of \$50,000 will be given to employees covered by this Agreement.

2. Health Care Insurance

The medical benefit plan coverage year occurring on or after July 1, 2016 and through June 30, 2017, shall comply with the Publicly Funded Health Insurance Contribution Act.

The Board of Education shall provide one of the three following options:

- a. MESSA (or a comparable carrier) Choices II insurance coverage up to and including full family and sponsored dependents, up to age 26, for all employees covered by this Agreement. Employees shall be subject to the Saver Rx prescription program, \$20 office visit co-pay, \$25 urgent care co-pay, \$50 emergency room co-pay, and \$1,000 / \$2,000 deductible, or
- b. MESSA (or a comparable carrier) ABC Plan 3 insurance coverage up to and including full family and sponsored dependents, up to age 26, for all employees covered by this Agreement. Employees shall be subject to the ABC Rx prescription program, or
- c. A cash in lieu payment of \$400 per month. Pak B will be provided at no cost for those employees taking cash in lieu.

3. Dental Insurance

The District shall provide Delta Dental (100/90/90/90) as part of the MESSA (or a comparable carrier) Pak A, B, & C.

4. Vision Insurance

The District shall provide VSP-II as part of the MESSA (or a comparable carrier) Pak A, B, & C.

5. Disability Insurance

Long Term Disability coverage will be afforded the employees covered by this Agreement through MESSA (or a comparable carrier). Coverage will be at 66-2/3% of monthly earnings after a 90-day waiting period up to a max of \$2,500.

Employees working less than 40 hours per week for 52 weeks will qualify for single subscriber level of insurance benefits listed above.

B. RETIREMENT/RESIGNATION:

1. Payment for Sick Leave:

Employees leaving the employment of the Board after at least ten (10) years service with Mason Consolidated Schools shall be paid ten dollar (\$10.00) per day for each unused accumulated sick leave day in excess of sixty-five (65) days. Payment shall not be made for more than 195 days.

C. OTHER

Employees working a minimum of 40 hours per week for 52 weeks will qualify for the following, all other employees will be prorated based on the number of hours and number of weeks scheduled for the fiscal work year.

1. Board Paid Annuity:

The Board of Education shall provide a \$500.00 tax-free annuity per year for each employee covered by this Agreement paid in equal installments over the year.

Governing Law

This Agreement is governed by the laws of the state of Michigan. IN WITNESS WHEREOF the parties hereto set their hand this 30th day of June, 2016.

Article VIII – Duration of Agreement

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated below.

This Agreement shall be effective as of the 1st day of July, 2016 and shall continue in effect for two years, ending on the 30th day of June, 2018.

*Wage and benefit reopener between October 17, 2017 and November 1, 2017.

BOARD OF EDUCATION

By: *Patricia Larrow*
President

By: *Beth Sherman*
Beth Sherman

By: *Andrew Plamondon*
Superintendent

By: *Dana Blair*
Dana Blair