
**MASTER AGREEMENT BETWEEN
CADILLAC AREA PUBLIC SCHOOLS
AND
CADILLAC EDUCATIONAL SUPPORT PERSONNEL,
MEA/NEA**

JULY 1, 2005 THROUGH JUNE 30, 2009

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AND
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ARTICLE 1 - RECOGNITION, EMPLOYEES COVERED

A. **Employees Covered:**

Pursuant to, and in accordance with all applicable provisions of act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this agreement, of all employees in the departments of Maintenance (including General Labor), Custodial (including floater), Food Service, and Transportation, (hereinafter referred to as "employee(s)"), excluding mechanics, supervisory employees, auditorium, energy manager and substitutes.

B. **New Position:**

Any new position created during the life of this agreement will be added to the unit, providing it is similar to a position heretofore recognized.

C. **Nondiscrimination:**

It is the continuing policy of the Board and the Union that they shall not discriminate against any bargaining unit member on the basis of race, sex, creed, color, national origin or age.

ARTICLE 2 - UNION SECURITY

A. **Condition of Employment:**

1. Each bargaining unit member, as a condition of employment shall either:

a. On or before thirty (30) calendar days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Union, and sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union (including the National and Michigan Education Associations and the Local Association) and such authorization shall continue from year to year unless revoked in writing.

OR

b. Pay a representation benefit fee to the Union pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Union's administrative procedures adopted pursuant to that policy. The representation benefit fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Union or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained in paragraph 3 and pursuant to MCLA 407.477; MSA 17.277(7) and

PREAMBLE

WHEREAS, the parties (Board and Union) recognize and declare that quality of service, sanitation, and safety are necessary to provide the best education for the children of the Cadillac Area Public Schools; and

WHEREAS, it is the intent and purpose of the parties hereto that this agreement shall promote and insure a spirit of confidence and cooperation between the Board and its Employees, establish rates of pay, hours of work, and terms and conditions of employment of the Board employees as described herein; and

WHEREAS, the parties recognize the underlying purpose of the Board and the Union is to contribute materially to a high quality program of education for the students of the Cadillac Area Public Schools; and

WHEREFORE, it is the intent and purpose of the parties to provide an orderly means of resolving any misunderstandings or differences which may arise, and to set forth with this document the full agreement between the parties;

THEREFORE, the Board and the Union do hereby covenant and agree as follows:

AGREEMENT

This agreement is entered into this 10th day of September, 2005, by and between the Board of Education of the Cadillac Area Public Schools, hereinafter referred to as the "Board", and the Michigan Education Association, NEA, for itself, and on behalf of its affiliate, Cadillac Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Union".

at the request of the Union, deduct the representation benefit fee from the bargaining unit member's wages and remit same to the Association.

In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request of the Union, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in paragraph 3.a. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

2. The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy (a copy of which shall be provided each nonunion bargaining unit member by the Union), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion bargaining unit members. The remedies set forth in such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.

3. The Union, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7), shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) calendar days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.

In the event, as provided in subsection 1, above, the Union wishes to request the Board to terminate the employment of a bargaining unit member for violating this Article, the Union shall first notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) calendar days for compliance and shall further advise the recipient that a request for discharge may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members, along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedure in the Article relating to the payment or nonpayment of the representation fee by non-members shall be

activated thirty (30) calendar days following the Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

5. The Union will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with this Article.

6. Annual authorization for political contributions shall be filed by the employee and the union shall reimburse the Board the administrative cost of \$1.00 per participating employee for political contribution payroll deductions.

ARTICLE 3 - CHECKOFF OF UNION DUES AND REPRESENTATION FEES

A. **Dues Check-off:**

The check-off for periodic dues, representation fees, and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Union dues, service fees and assessments as designated to the Board by the Union shall be deducted by the Board and remitted promptly [within ten (10) calendar days] to the Local Union Treasurer.

B. **Transmittal of Deductions:**

The Board further agrees to forward a list of all bargaining unit employees showing new hires and terminations simultaneously with the aforementioned deductions. The Board agrees to provide to the Treasurer of the Local Union two copies each month. The Board will continue to deduct dues, service fees, and assessments at the rate in effect, until officially notified of a change as provided below. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues, service fees, or assessments to be deducted by the Board, shall be the Local Union Treasurer.

C. **Refunds:**

All refunds claimed for dues or service fees of the Cadillac Educational Support Personnel Association, MEA/NEA, under such dues authorizations shall lie solely with the Union. The Union agrees to reimburse any bargaining unit member for the amount of any dues or service fees deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues or service fee deductions.

D. **Authorization Card Dispute:**

Any dispute between the Cadillac Educational Support Personnel Association, MEA/NEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board, and may be accompanied by a union representative. Until the matter is disposed of, no further deductions for that employee shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

E. Revocation Form:

Dues or service fees authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the bargaining unit member is filed with the Superintendent and the Treasurer of the Union.

ARTICLE 4 - UNION REPRESENTATION

A. Union Representatives:

The Local Union shall advise the Board in writing of the names of all Local Union officers and stewards on a regular basis. The Local Union shall have the right to call in a representative of the MEA at any time.

B. Grievance Committee:

The Local Union shall elect or select no more than two (2) stewards from each department to represent those employees in that department.

C. Processing Grievances:

The Local Union president or Union designee, when processing or investigating a written grievance or a complaint with the Board during working hours shall suffer no loss in wages upon prior approval from Superintendent or designee. Such time spent beyond regular working hours shall not mandate payment of wages.

D. Union Activities:

No employee will engage in Union activities during working hours unless permitted within this Agreement or by permission from his/her immediate supervisor. Any employee who is absent from his/her assigned duties without permission for the purpose of Union business shall have a prorated deduction of his/her hourly wage for each hour or part of an hour of his/her absence.

E. Bulletin Boards:

The Board will provide space in each building which may be used by the Union for posting notices.

F. Bargaining/Wages:

The Local Union president and/or the Local Union bargaining team when bargaining during working hours shall suffer no loss of wages. Such time spent beyond regular working hours shall not mandate payment of wages.

ARTICLE 5 - SPECIAL CONFERENCES

A. Scheduling:

Special conferences will be scheduled between the Local Union president and the Board, or its designated representative, upon the request of either party. Arrangements for special conferences shall be made in advance, and the agenda of the matters to be taken

up at the meeting shall be announced at the time the conference is requested. Conferences shall be held at a time mutually agreed upon. Members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by designated representatives of the Local Union and /or a representative of the MEA.

B. Building Use:

The Union representatives may meet at a place designated by the Board on school district property for at least one-half hour immediately preceding such conference.

C. Communication:

Representatives of Board and Union shall inform the other party as early as reasonable of changes or impending developments, which affect the relationship between the parties.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim by one or more employees that there has been an alleged improper application or violation of this Agreement.
2. An aggrieved employee is the employee (or employees) who is directly affected and, therefore, will make the claim.
3. In this Article, the term "employee" may also mean "Union", when the Union grieves on behalf of members of the bargaining unit.

B. Grievance Form:

Any grievance presented in writing by an employee should include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or sub section of this contract alleged to have been violated.
3. Date of the alleged violation.
4. Relief requested.
5. Signature of the grievant and President or Steward.

The above information is helpful to the processing of a grievance, but no grievance will be rejected at Step 1 and Step 2 for lack of information.

C. Procedure:

Step 1: An employee has five (5) working days after the employee has become aware of, or could have reasonably become aware of, the occurrence of an event upon which a grievance may be filed, to request a meeting with her/his immediate supervisor. The Union may be notified and a representative thereof present with the employee at the meeting to orally discuss the matter with the immediate supervisor to attempt to resolve the matter informally. The above meeting shall occur within five (5) working days of the request by the employee. If the aggrieved employee is not satisfied with the oral disposition by the immediate supervisor, the employee and/or the Union have five (5) working days from the above meeting to file a written grievance with the immediate supervisor. The employee's immediate supervisor or other Board representative shall

return a written answer within five (5) working days thereafter. A copy of the grievance and the response shall be mailed to the employee and local grievance steward.

Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, written notification shall within five (5) working days thereafter be transmitted to the Assistant Superintendent stating the reason to pursue the grievance to Step 2. The Assistant Superintendent shall then meet at a mutually satisfactory time within five (5) working days with the aggrieved and appropriate Union representatives to discuss the matter. The Assistant Superintendent will respond within ten (10) working days to the copy of the grievance and two (2) copies of the response will be mailed to the Local Union. Either party shall have the right to have present at such meeting representatives of the school system who may have knowledge of the matter and who may be helpful in reaching a resolution of the matter.

Step 3: Within ten (10) working days of receipt of the Assistant Superintendent's response at Step 2, if the Union is not satisfied with the disposition of the grievance, it may be appealed to Step 3 by the Union in writing to the Superintendent of Schools with a statement of reasons why it is being appealed. The Superintendent shall meet at a mutually satisfactory time within five (5) working days with the appropriate Union representatives to discuss the matter. The Superintendent shall respond to the Union with a written answer to the grievance within ten (10) working days after such meeting, with two (2) copies mailed to the Local Union.

Step 4: If the decision of the Superintendent of Schools is not satisfactory to the Union, the grievance may be submitted to arbitration by written notice given by the Union representative to the Superintendent within ten (10) working days after the receipt of the Superintendent's answer. If the Superintendent and the Union Representative cannot agree upon an arbitrator, the matter will be submitted to the American Arbitration Association for settlement under their rules. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this Agreement and he/she shall have no power to alter, add to, or subtract from, the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties involved. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

D. Time Limits:

If the time limits contained within the grievance procedure are exceeded by the Union, the grievance shall be considered settled on the basis of the last answer given by the Board. If the time limits are exceeded by the Board's representative, the grievance shall be considered granted. Time limits in the grievance procedure may be extended by mutual agreement in writing. Saturdays, Sundays, holidays, and Act of God days shall not be counted in the time limits established in this Article.

E. Multiple Grievances:

Grievances may be submitted at Step 2 when a grievance directly affects employees in more than one location. In processing such grievances, all specified time limits shall be observed.

F. Disclosure:

Written grievances at Steps 1 and 2 shall be as complete as possible to allow adequate investigation of complaints. However, no grievance will be rejected at those steps due to lack of information. At Step 3, the positions of both parties and relevant facts must be stated. There can be no information presented in arbitration, which has not been presented to the other party.

G. Claims for Back Wages:

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation they may have received from a source of like nature during the period.

H. Release Time to Investigate Grievance:

The Association may, upon request, use up to six (6) hours to investigate a grievance if the grievance has been denied at step one. The Association will identify the person or persons who will conduct the investigation and identify those who will not be performing regular duties during the investigation, including the dates and time of duty time lost during the investigation. A log will be submitted to account for the appropriate time to be charged.

ARTICLE 7 -DISCHARGE AND DISCIPLINE

A. Just Cause:

Employees shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) only for just cause. Level B. of the progressive discipline process may be grieved through step 2 of Article 6; levels C. through F. of the progressive discipline process shall be subject to the grievance procedure (Article 6)

B. Representation:

An employee shall be entitled to have present a representative for any disciplinary matter.

C. Due Process and Progressive Discipline:

The employer agrees to adhere to the concepts of due process and progressive discipline, which include, in part:

1. a. Discussion of problem with employee
- b. Verbal warning to employee
- c. Written warning included in personnel file
- d. One day suspension without pay
- e. Up to three (3) days suspension with or without pay
- f. Dismissal
2. Fair and impartial investigatory hearing
3. The concept of due process and progressive discipline does not require that each of the above steps be followed in every discipline case. The severity of the case will determine the appropriate level of discipline. (Ex: When the actions of an employee have placed students or other employees in a dangerous situation, the progressive discipline may start at a level e. Likewise, insubordination by an

otherwise good employee may start at a level lower than e. The discipline imposed shall be appropriate to the severity of the offense.

4. Starting with step b. in the progressive discipline, the employee will be given a copy of the discipline report.

D. Discharge:

In all instances in which the Board concludes that an employee's conduct justifies discharge, he shall be first suspended for not more than five (5) days. In the event of such action the Local Union president will be notified as soon as possible but not later than twenty-four (24) hours.

E. Hearing:

During this period of suspension, the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before representatives of the Board with a member or members of the Grievance Committee present. At such hearing the facts concerning the case shall be made available to both parties. As soon as it is practicable after such hearing, at the next regularly scheduled Board of Education Meeting, the Board shall conclude whether the discharge shall be implemented or whether the suspension shall be extended, reduced or revoked.

F. Written Documents and Meetings:

1. The Board agrees that its administrators will provide to the Local Union president a copy of any written comment implementing the discipline and/or discharge of any employee within the bargaining unit
2. The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with a Union representative before he/she is required to leave the premises. The employee shall have the right to Union representation during the disciplinary process.
3. Written complaints regarding an employee shall include names of the complainants and any administrative action taken, and shall be reviewed with the employee before placement in the personnel file.

G. Appeal:

Should the employee consider the discharge or suspension to be improper, a grievance may be submitted by the employee in writing at Level 2 of Article 6 within five (5) working days following the action.

H. Use of Past Record:

In imposing any discipline on a current charge the Board will not take into account any prior disciplinary action which occurred more than three (3) years previously. Unrelated disciplinary action shall not be used in current charges unless the employee has been disciplined repeatedly during the immediately preceding twenty-four (24) months.

ARTICLE 8 - PROBATIONARY PERIOD

- A. The probationary period for each new employee shall be eighty (80) working days of employment for that employee with a review at or near the midpoint of the probationary period.

- B. Any employee working within the probationary period may be disciplined and/or discharged by the Board for any reason at any time. A discharged probationary employee who is rehired within 120 days of discharge shall have seniority from the first date of hire.

ARTICLE 9 - SENIORITY

A. Definition:

The word "seniority", for the purposes of longevity, means continuous service in the employ of the Board, from the date of hire (date the employee reports to work) in any position represented by the Union. Seniority for the purposes of job bidding, overtime, and transfers shall mean departmental seniority (date the employee started in their department).

B. Probationary Employees:

1. There shall be no seniority among probationary employees.
2. When an employee finishes the probationary period, the employee will be granted full seniority as defined in Section A.

C. Seniority Lists:

1. The seniority list for the bargaining unit will show the name, hire date, job title, and department in which the employee currently works. List will also show departmental seniority, for those employees who have transferred to a different department.

The departments will be as follows:

Building Maintenance (including General Labor)
Custodial
Food Service
Transportation

2. The Board will keep the seniority list up to date at all times and will post the seniority list once a year, and provide the Local Union president and each union steward with a copy at each time the lists are posted. The board will notify the Local Union president and each union steward in writing of any changes within the seniority list between dates of posting. Lists will be posted on the first working day of February, each year. Within twenty (20) working days of posting the seniority list, objections to the list shall be filed, thereafter; the list shall be final and conclusive.

D. Similar Seniority Dates:

Employees having the same seniority date shall have their seniority preference determined by a random drawing by the Board and Union within the probationary period.

E. Loss of Seniority:

Seniority shall be lost for any of the following reasons:

1. If the employee quits.
2. If the employee retires.

3. If the employee is discharged for just cause, and not reinstated.
4. If the employee is absent for five (5) consecutive working days without properly notifying the Board, unless an acceptable reason for not reporting is submitted by the employee.
5. If the employee does not return from leave of absence within five (5) working days after the leave expires, unless an acceptable reason for not reporting is submitted by the employee.
6. If the employee is laid off for more than eighteen (18) months, or a period of time equal to the employee's seniority, whichever is less.
7. If the employee does not return to work within ten (10) working days after date of recall from layoff, unless an acceptable reason for not reporting is submitted by the employee.

ARTICLE 10 - MODIFICATION OF AGREEMENT

- A. This agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. The agreement represents the complete and total understanding of the parties as to the terms and conditions of employment.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 11 - LAYOFF AND RECALL

- A. Definition:
The definition of the word "layoff" means a reduction in the number of bargaining unit employees employed by the Board for any reason, with recall rights.
- B. Layoff Procedure:
In the event a reduction in work force requires the layoff of employees within any department, the following procedure will be used:
 1. Probationary employees employed in the departments where layoffs occur shall be the first to be laid off:
 2. Non-probationary employees within the departments where layoffs occur shall be laid off from the department according to seniority, i.e., the least senior employee within the department shall be laid off first.
 3. Employees to be laid off will receive at least thirty (30) calendar days notice.
 4. In the event of a layoff within one year of a transfer, voluntary or involuntary, the bargaining unit member may bump into their previous department. The employee's seniority would continue to accumulate during the transfer.

5. Employees may elect to take a voluntary layoff should the Board elect to reduce the workforce.

C. Trial Period:

The employee who is displacing an employee in another department shall be allowed a trial period of thirty (30) days in the new position, if requested. The question of ability and/or physical fitness for the job shall be determined by the employer at the end of the trial period.

D. Recall procedure:

In the event a job opening occurs in any department in which employees are laid off, the following procedure will be used:

1. The Board shall not be required to recall any probationary employee who was laid off.
2. All employees displaced from a department shall be recalled to their department as job reopenings occur. All employees shall be required to return to their job when seniority permits.
3. As job reopenings occur within the bargaining unit, employees on layoff shall be recalled in line of seniority provided they have the ability to do the job.
4. An employee that is on layoff status will have recall rights for a period of eighteen (18) months from the date of layoff.

E. Notice:

Notice of recall shall be sent to the employee at the last known address by registered or certified mail, if not reached personally by telephone.

ARTICLE 12 - TRANSFERS OUT OF BARGAINING UNIT

If an employee accepts a position with the school system outside of the bargaining unit, it is agreed as follows:

1. The employee's seniority will continue to accumulate one (1) year.
2. In the event the employee returns to the bargaining unit before the end of such one (1) year period, he/she will suffer no loss of seniority. Thereafter, if the employee accepts another position outside the bargaining unit at a later time, the one (1) year period will be reduced by the amount of time he/she spent on the first position as non-bargaining unit personnel.
3. Any employee that is returned to the bargaining unit after a one (1) year period shall assume the lowest position on the seniority list, for the purpose of job bidding, layoff, and recall only.

ARTICLE 13 - FILLING PERMANENT JOB VACANCIES

A. Posting:

The Board shall notify the employees by posting newly created or vacant positions to be filled within the bargaining unit. Within five (5) working days after notice is given, any employee may submit a letter to the Supervisor indicating his/her interest. All job postings shall indicate department, shift, wage scale, and the supervisor to whom

application should be made. Any job description, which may appear on a posting, shall be considered to be descriptive only, and shall not limit the scope of duties thereafter assigned to the employee assigned to the job. Within five (5) working days after the posting has ended, the successful qualified employee receiving the position shall be notified. The successful qualified employee shall assume the duties of the new position on a mutually agreeable date. This is to apply to all departments. Bargaining unit members, on vacation or extended leave, may leave stamped self-addressed envelopes with the Business office if they wish to be notified of postings.

B. Assignment:

The senior qualified employee, within the department first, and then district wide second, who bids for the position and who meets the posted minimum requirements, who possesses necessary skills and experience, and displays overall ability as judged from interviews, shall be granted a trial period. The trial period shall be used to determine the employee's desire to remain on the job, and/or the Board's desire to have the employee continue the assignment. The employee shall have the right during the trial period to return to his/her original position on a mutually agreeable date. If an employee exercises the option to return to their prior position more than three (3) times during a period of three school years, they shall not be eligible for another opening for a calendar year.

The Board shall furnish the Local Union President the name of the senior applicant and whether or not the senior applicant was awarded the position.

Varsity athletic drivers may be selected by the supervisor. For state licensed maintenance positions, the Board may transfer or hire the most qualified licensed applicant.

C. Trial Period

1. For a regularly employed bus driver (not substitute) that is assigned to a permanent vacancy, the trial period will be reduced to four (4) weeks. By mutual agreement between the supervisor and employee, the trial period may be reduced to less than four (4) weeks. This mutual agreement will require the employee to sign a statement waiving their right to return to their prior position.
2. For food service employees and custodial-maintenance employees, the trial period will remain at eight (8) weeks but may be reduced by mutual agreement between the supervisor and employee. This mutual agreement will also require a signed statement waiving the employees right to return to their prior position.

The waiver statements in both one and two above do not prevent an employee from returning to their regular position when a temporary position ends.

D. Disagreement:

In the event the senior applicant is denied the job or removed after the trial period, the reasons shall be given in writing to the employee with a copy to his/her committee person. If the senior applicant disagrees with the reasons he/she may invoke the grievance procedure.

E. Rate of Pay:

During the trial period, the employee will receive the rate for the classification of the position he/she is performing. Employees transferring to another department will be placed on the one (1) year step for the new position if they are on the one (1) year or higher step in their current position. Employees will also receive longevity pay if they qualify.

F. Exception:

When an opening occurs while any bargaining unit member is on layoff status, the provisions of Article 11 shall take precedence over provisions of this Article.

G. Training:

The Board may request an employee leaving or other employee with equivalent qualifications to assist with training any new hire or transferred employee.

ARTICLE 14 - FILLING TEMPORARY VACANCIES

A. Posting:

Temporary vacancy will be posted if the vacancy is expected to extend beyond six (6) weeks from the date of the receipt of written notification from the employee or a written statement from the employee's doctor but no longer than twelve (12) months, after which the position shall be posted as a permanent vacancy. The posting will indicate the department, shift, wage scale, and the supervisor to whom application should be made. Bargaining unit members on such leave shall be returned to a position for which they are qualified upon release by their physician.

B. Assignment:

The senior qualified employee, within the department first, and then district wide second, who bids for the position and who meets the posted minimum requirements, who possesses necessary skills and experience, and displays overall ability as judged from interviews, shall be granted a trial period. The trial period shall be used to determine the employee's desire to remain on the job, and/or the Board's desire to have the employee continue the assignment. The employee shall have the right during the trial period to return to his/her original position on a mutually agreeable date. Once past the trial period, the employee cannot bid on another temporary position until their temporary position has expired.

The Board shall furnish the Local Union President the name of the senior applicant and whether or not the senior applicant was awarded the position. Employees assigned to temporary vacancies are not entitled to a change in fringe benefits until the 28th day of the month or the 28th day of the following month if they are assigned after the 28th day of the month unless they are currently enrolled in the benefits. The board subsidy will change effective the first day of the assignment if the employee is already enrolled in the benefit plan. Benefits will terminate on the 27th day of the month that the temporary assignment ends. Benefits not due on the 28th day of the month such as LTD will be effective on the first day on the month following the date of assignment in the position and will terminate on the last day of the month that the temporary assignment ends.

C. Trial Period

1. For a regularly employed bus driver (not substitute) that is assigned to a temporary vacancy, the trial period will be reduced to four (4) weeks. By mutual agreement between the supervisor and employee, the trial period may be reduced to less than four (4) weeks. This mutual agreement will require the employee to sign a statement waiving their right to return to their prior position.
2. For food service employees and custodial-maintenance employees, the trial period will remain at eight (8) weeks but may be reduced by mutual agreement between the supervisor and employee. This mutual agreement will also require a signed statement waiving the employees right to return to their prior position.
3. The waiver statements in both one and two above do not prevent an employee from returning to their regular position when a temporary position ends.

D. Disagreement:

In the event the senior applicant is denied the job or removed after the trial period, the reasons shall be given in writing to the employee with a copy to his/her committee person. If the senior applicant disagrees with the response he/she may invoke the grievance procedure.

ARTICLE 15 - LEAVES WITHOUT PAY

A. Leaves:

Leaves of absence for reasonable periods not to exceed one (1) year may be granted without loss of seniority with the exception of item 5 below:

1. Serving in any public position or elected Union position.
2. Childcare leave will be granted.
3. Prolonged illness in the immediate family.
4. The Board may grant an educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
5. Other leaves approved by the Superintendent or designee. Seniority will be lost for the period of leave if longer than thirty (30) days.

Leaves may be extended by mutual agreement.

B. Union Business:

The Board shall grant any local officer in its employ a leave of absence for Union business not in excess of one (1) year, such leave not to constitute a break of his seniority record. Such leave shall be subject to annual renewal with mutual agreement. Any employee of the school district who receives employment with the MEA/NEA will be granted a leave of absence when requested by the Union, for the period that they are employed by the Union, and shall not constitute any break in their record of continuous service.

C. Application for Leave of Absence:

An application requesting a leave of absence must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however,

in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. The Superintendent will process the leave of absence request within one (1) week after receipt. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

D. Returning from Leave:

Employees returning early from leave of absence must submit notification of return to work in writing, at least five (5) working days prior to the date of the return. Employees returning from medical leave may be required to provide certification of their ability to return to work.

E. Eligibility:

Employees may request an unpaid leave of up to five (5) consecutive workdays. An Employee may request such leave no more than once each two (2) school years. Even though unpaid leave of absence is granted for this section, Board paid benefits will continue during the five (5) days of absence.

F. Family and Medical Leave Act of 1993:

It is understood that the Family and Medical Leave Act of 1993 does not abrogate the right of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the district. Where certain employer rights are also granted in connection with those additional benefits, the district shall be free to exercise those rights. To the extent that leaves of absence are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

ARTICLE 16 - LEAVE FOR UNION BUSINESS

Members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences or conventions. Where practical such request shall be made not less than twenty-four (24) hours in advance.

ARTICLE 17 - LEAVE WITH PAY

A. Sick Leave:

1. Accumulation:

Each employee shall be granted one (1) day for each month of employment for sick leave, not to exceed twelve (12) days per year. A month shall be defined for the purposes of this Article as any calendar month in which the employee is paid for more than eleven (11) days. Accumulation shall be recorded in terms of hours, not days. Bargaining unit members employed to work during the summer months shall be entitled to use accumulated sick leave time as needed.

2. Sick Pay:

Pay for sick leave shall commence with the date the employee is unable to report for work and shall continue for the duration of the illness and/or disability, or until the Board has paid an amount equal to the employee's accumulated leave. Employees must notify their supervisor as early as possible previous to the scheduled reporting time, when unable to work. Sick leave for members of the immediate family must be explained.

3. Sick Bank:

All employees in the bargaining unit shall assign one (1) day to the sick leave bank each time the bank is reduced to twenty-one (21) days. An employee may obtain days from the bank provided he/she is on approved sick leave and he/she has exhausted all but three (3) accumulated sick days. A committee of one union representative for each department and an equal number of representatives from the Board will meet to decide each request individually. A simple majority will rule. A member may not use the sick bank more than one (1) time without having returned to work for a period of ninety (90) days, unless a variance is made by a majority of the committee. Denials of use of the sick bank shall not be subject to the grievance procedure.

4. In instances where the employer reasonably suspects sick leave is being abused, the employer may write a non-disciplinary memo to the employee. Should the employer have a second reasonable suspicion in the same fiscal year, they may require a physician's statement.

B. Personal Business:

Two (2) days may be used by each employee per year (July 1 to June 30) for personal business. Such leave must be approved three (3) days in advance by the supervisor, except for emergencies. Such leave may not be used in conjunction with vacation or holidays unless an acceptable reason is provided. Such leave must be used for business that can only be conducted during normal working hours, and shall not be used for other employment, shopping trips or recreational pursuits, with the exception of one (1) day per year which may be used for a school related event such as VIP day, field trips, etc. with a student in the immediate family or grandchild. The leave form must indicate the general reason for the leave. Days not used for employees receiving vacation time, will be added to the employee's sick leave accumulation as of July 1 of each year. Employees who do not receive vacation time can accumulate up to five (5) personal business days. Days above five (5) that are not used will be added to the employee's sick leave accumulation on July 1 of each year. Personal business days will be granted on a first come - first serve.

C. Court Appearance:

Other leaves with pay, not deductible from sick leave, are absences for court appearances as a witness in any case connected with the employee's work, or the school. Paid leave of absence will be granted for jury duty. Any compensation received by the employee in the form of witness fees or jury pay will be given to the Board to offset wages paid.

D. Funeral Leave:

1. An employee shall be allowed up to four (4) working days, after discussion and approved by the supervisor for funeral leave, not to be deducted from sick leave, for a

death in the immediate family. The immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, nieces, nephews or other members of the employee's household.

2. In addition an employee with approval of his/her immediate supervisor shall be allowed up to one day per funeral to attend the funeral of a person not in their immediate family not to exceed two (2) days per year.

E. Accumulation Benefit:

1. An employee who retires under the Michigan Public School Employees Retirement System will be paid sixty-five (65%) percent of their accumulated sick days at their current rate of pay. An employee who does not retire, but leaves the employ of the Board after ten (10) years of continuous service shall receive thirty-five (35%) percent of the accumulated sick days at their current rate of pay. An employee who leaves the employ of the Board after five (5) years of continuous service shall receive twenty (20%) percent of accumulated sick days at their current rate of pay.
2. Bargaining unit members that accumulate days in excess of ninety (90) days or their frozen accumulation total above 90 days will have their excess days purchased by the Board at the rate of fifty (50%) percent of their current rate of pay and invested in a tax deferred annuity (A+ rated).

F. Death of Employee:

The employee's beneficiary shall receive the employee's accumulation benefit, as if the employee retired on the date of death.

G. Union Business:

On a yearly basis the Board shall provide thirty-two (32) hours of release time for the bargaining unit's use. These hours can roll over year to year and can accumulate up to forty (40) hours. These hours shall be for the purpose of conducting union business and shall not be charged against accumulated vacation/sick/personal hours of any bargaining unit members. Use of these hours shall be authorized by the president of the association only. Notification of intent to use said time shall be provided to the school district at least twenty-four (24) hours prior to the event.

H. Leave Form:

Except in cases of emergency, this form must be submitted to the employee's supervisor no later than three (3) working days prior to the date involved. A copy will be returned approved or disapproved to the employee prior to the date requested for leave. The leave shall be considered approved if the form is not returned prior to the leave if the employee has verification the form has been received.

ARTICLE 18 - WORKING HOURS

A. Hours:

There is hereby recognized a normal eight (8) hour working day, forty (40) hour week, the time to be established by the supervisor or principal. Current positions less than eight consecutive hours will be allowed to continue and newly posted positions do not require eight (8) consecutive hours. However, if it is necessary to deviate from this pattern, the

starting and stopping time of the shift will be established after a full and complete discussion with the Local Union Committee. In the event the Local Union Executive Board is not satisfied with either the need for such change or the hours established, the matter shall be subject to the grievance procedure.

B. Minimum Reporting Allowance:

Every employee reporting for work shall be guaranteed two (2) hours work, or two (2) hours pay.

C. Rest and Lunch Periods:

All employees working shifts consisting of over six (6) hours may take a fifteen (15) minute rest period in the first half and the second half of their shift. All employees working shifts consisting of four (4) hours or more up to and including six (6) hours may take one rest period of fifteen (15) minutes at or near the midpoint of their shift. Rest periods will be taken on the job site. Each employee working over six (6) hours daily shall take at least a thirty (30) minute lunch period, except cooks and bus drivers.

D. Schedule Changes:

Employees will be subject to transfer or change of schedule once yearly at the beginning of each school year and no later than October 1. There will be no indiscriminate changes of employees' daily schedule. The Board and Union recognize that job duties are changing due to new products, technology, etc. and employees have to be willing to change and learn new duties. The Board recognizes that it must provide an opportunity for appropriate training. After the training opportunity, employees who cannot perform the duties assigned may be reassigned. The Board will inform the union prior to making reassignments. Employees shall be able to work when the work is available. The Board and Union may mutually agree to extend the October 1 date.

E. Summer Special Crews:

The Board may continue to establish summer special crews. These crew positions will be posted for a period of 10 days for employees to volunteer. If the Board doesn't get enough volunteers, additional members of the custodial, maintenance unit may be assigned to these special crews. The Board reserves the right to not accept all volunteers.

F. 10 Month Employees:

Bus Drivers, Food Service employees will be paid for hours worked on days that school is in session plus the holidays identified in Article 20, excluding July 4th.

G. Fueling and Cleaning:

Bus drivers shall be granted fifteen (15) minutes per day for fueling and cleaning.

ARTICLE 19 - OVERTIME

A. Rate of Pay:

Time and one-half shall be paid for all hours worked in excess of forty (40) hours in one week. Holidays, vacation days and other paid leave days shall be considered days worked for purposes of overtime computation. Time and one-half shall be paid for all

hours worked on holidays that are defined in this agreement, in addition to holiday pay. Any time food service employees work on Saturdays or Sundays, they will receive time and one-half. Twelve (12) month employees in the department of Custodian and Maintenance shall have the option of compensatory time. Scheduling of compensatory time shall be by mutual agreement of the employee and his/her supervisor prior to the taking of said time. The use of compensatory time shall be limited to forty (40) hours per year per employee. Comp hours will be granted on a first come-first serve. If overtime is expected to exceed eight (8) hours per occurrence, the Board shall have the right to split the additional overtime into increments.

B. Minimum Call In:

An employee reporting for overtime work not in conjunction with his regular work shift shall be guaranteed two (2) hours work, or two (2) hours pay at the rate of time and one-half.

C. Special Bus Trips:

Trip requests for all special bus trips will be marked alternately "odd" or "even" as they are posted on the trip board. All trips shall normally be posted three (3) working days in advance when possible. All drivers shall sign their names for the special trips before the trip date shown on the posting. All "even" special trip assignments shall be by seniority no later than the afternoon prior to the date of the trip. Refusal to drive after being assigned constitutes ineligibility for subsequent trips for that day.

Trips marked "odd" shall be posted in like manner and with the same form as the "even" trips. These "odd" special assignments shall be on a continuously rotating basis no later than the afternoon prior to the date of the trip. If a driver does not sign the posting, the trip is offered to the next driver who did sign and the former driver is skipped until their name comes around again. If there is more than one "odd" trip for the day, the first person gets their choice and so on until all trips are assigned. Any driver may sign and refuse a trip, but after five (5) refusals their name will be removed from the list for the remainder of the year.

When a conflict exists where a driver is eligible for a trip off the seniority ("even") and rotation ("odd") list, that drivers shall have their choice of trips.

A bus driver shall not receive more than one trip assignment on any given day unless no other drivers have made bids for trips on that day or deemed by the supervisor to be an emergency. If the extra trip and daily driving time exceeds ten (10) hours driving, that driver must give up their regular route time. No full time custodian, maintenance person, mechanic, or supervisor will be employed in a dual capacity as a bus driver except on an emergency basis.

All school buses transporting students shall be driven by a bus driver except for physical education classes and practice athletic events. Varsity athletic drivers may be selected by the supervisor.

D. Emergencies:

Employees called in on an emergency shall not be paid less than two (2) hours overtime pay at one and one-half (1-1/2) of hourly rate of base pay. Employees shall remain for as

long as deemed necessary by building administrator or employee supervisor. If employee is required to remain beyond four (4) hour period he shall receive two (2) times his regular base rate for every exceeding hour.

E. Custodial & Maintenance Employees:

An employee using a comp or vacation day the last day before a holiday, weekend or extended weekend will be excluded from overtime work on these days.

ARTICLE 20 - HOLIDAYS

A. Eligibility:

1. To be eligible for holiday pay, an employee must have worked the last scheduled day prior to the holiday and the first scheduled day after the holiday, unless an acceptable reason is provided.
2. An employee is not eligible for holiday pay who is on an official leave of absence without pay.

B. Eligibility for Holiday Pay:

All employees in the departments of Custodian, General Labor and Maintenance shall be paid for the following holidays that occur during the normal work year or occur when they are scheduled to work:

- | | |
|-------------------------|----------------------------------|
| 1. New Year's Day | 7. Thanksgiving |
| 2. President's Day | 8. Friday Following Thanksgiving |
| 3. Good Friday | 9. Christmas Eve |
| 4. Memorial Day | 10. Christmas Day |
| 5. July 4 th | 11. New Year's Eve |
| 6. Labor Day | |

The opening day of deer season, the Friday before Labor Day, and the Friday before President's Day shall be considered a holiday if it falls on a workday and school is closed on that day.

ARTICLE 21 - VACATION

A. General Conditions:

1. Vacation time is earned and computed on an anniversary date basis.
2. Vacation earned during any given employee's employment year must be taken during and before the end of the employee's following employment year. This time period may be extended for not more than sixty (60) days by mutual agreement.
3. A vacation may not be waived by an employee and extra pay will not be paid for work during that period.
4. Arrangements for vacation must be made in advance with, and approved by the employee's supervisor. If more employees request a certain vacation period than can be spared at that time, preference of time shall be given to the employee first to request that period of time. If more than one request is submitted on the same day

during business office hours, the employee with the greater seniority shall receive preference.

5. When a holiday, as defined in this Agreement, is observed during a scheduled vacation, vacation may be extended one day continuous with the vacation, or vacation will not be charged for the holiday.
6. If an employee become ill and is under the care of a duly licensed physician during the vacation, the remainder of the vacation may be rescheduled.

B. Computation:

Custodians, General Labor and Maintenance personnel shall be entitled to vacation as follows:

After one (1) year experience	Forty (40) Hours
After two (2)	Eighty (80) Hours
After seven (7)	One Hundred Twenty (120) Hours
After twelve (12)	One Hundred Sixty (160) Hours
After twenty-two (22) years	One Hundred Eighty (180) Hours

The vacation week shall be construed to mean the employee's regular workweek with pay for forty (40) hours at regular rate. Vacations shall be established by the employer and shall take into consideration request of the employees according to seniority. A staggering of vacation period will be allowed by the supervisor to maintain a minimum of interference with the work schedule. Vacation periods are not accumulative from year to year. Failure of an employee to receive permission in advance of vacation absence will result in loss of salary benefits for the period of that absence.

C. Pay for Earned Vacation:

If an employee retires, or terminates employment for any purpose, the employee will receive pay for any unused vacation credit including that accrued in the current calendar year. If an employee is laid off, the employee may elect to receive pay for any unused vacation credit, including that accrued in the current calendar year. If the employee dies, his/her designated estate shall receive this benefit.

ARTICLE 22 - RATES FOR NEW JOBS

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate schedule. In the event the Union does not agree that the rate schedule is satisfactory, it shall be subject to the grievance procedure.

ARTICLE 23 - HEALTH INSURANCE

- A. The insurance described herein is for those not covered by health insurance elsewhere (i.e., through a spouse).

- B. The Board will provide to full time employees [six (6) hours daily or more] hired prior to July 1, 1997, Community Blue P.P.O., option 1, preventive care maximum rider (CF-PCM 500) and voluntary abortion exclusion rider (XVA), with Blue Cross \$15/\$30 and mail order to \$30/\$60 co-pay prescription drug program provided that employees shall be reimbursed by the Board on a monthly basis to facilitate a \$5/\$10 and co-pay benefit. Employees shall be required to turn in receipts or other acceptable proofs of purchase in order to receive reimbursement. There shall be no adverse tax consequences for employees under this arrangement. Employees hired on or after July 1, 1997 must work eight (8) hours daily or more for this coverage.
- C. Employees who qualify for full health insurance benefits and do not select coverage shall be entitled to an annual stipend of three hundred (\$300) dollars be paid in cash per the district's section 125 cafeteria plan.
- D. Employees employed part time before July 1, 1997, [three (3) hours daily or more but less than six (6) hours daily] shall be entitled to a pro-rata of the monthly premium based on a seven and one-half (7.5) hour day (e.g., 5 hrs. -30 min. = 73%). Employees employed part-time on or after July 1, 1997, [four (4) hours daily or more but less than seven (7) hours daily] shall be entitled to a pro-rata of the monthly premium based on a seven and one-half (7.5) hour day (e.g., 5 hrs.-30 min. = 73%). These employees shall be entitled to a minimum of one-half (1/2) of the monthly premium for the Blue Cross-Blue Shield described above. Monthly premiums for employees hired before July 1, 1997 that lose their full paid health benefits due to an employer required reduction in hours will be pro-rated based on a six (6) hour day (e.g. 4 hours = 66.66%) instead of 7.5 hours.
- E. Enrollment:
1. New employees who are eligible for health care benefits may be enrolled on the first day of the month following the month in which the employee is hired.
 2. Current employees who are eligible for health care benefits may be enrolled on the first day of the month following the month in which they became eligible (i.e., due to increase in scheduled hours). Current employees also may be enrolled during any open enrollment period, which is declared by the employer.
- F. Termination:
Benefits will be terminated on the 27th day of the month in which the employee leaves the employ of the Board, goes on unpaid leave, or becomes ineligible for benefits. Benefits will terminate on the last day of the month for employees eligible to receive MPSERS retirement benefits the following month.
- G. Health Carrier:
The Board agrees to discuss, at the request of the Union, proposed changes in insurance carrier.

ARTICLE 24 - DENTAL INSURANCE

- A. The Board shall provide to twelve (12) month full-time [six (6) hours daily or more] employees hired prior to July 1, 1997, Delta Dental Plan A (75%/50%) with Class III rider

0-2 (50%/\$750) or MASB-SET no deductible if comparable premium. The Board shall provide this coverage to twelve (12) month employees hired on or after July 1, 1997 that work eight (8) hours daily.

- B. The Board shall provide to school term full-time [six (6) hours daily or more] employees hired prior to July 1, 1997, Delta Dental Plan C (50%/50%) with Class III rider 0-1 (50%/\$500) or MASB-SET no deductible if comparable premium. The Board shall provide this coverage to school term employees hired on or after July 1, 1997 that work eight (8) hours daily.
- C. The Board shall provide to school term employees hired prior to July 1, 1997, [three (3) hours daily or more, but less than six (6) hours daily] Delta Dental Plan (Class I 60%). The Board shall provide this coverage to school term employees hired on or after July 1, 1997 that work four (4) hours daily or more, but less than eight (8) hours daily.

D. Enrollment:

All employees who are eligible for the Dental Insurance Benefit shall be enrolled the first day of the month following the month in which they were hired or became eligible.

E. Termination:

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the last day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

ARTICLE 25 - LIFE INSURANCE

Twenty thousand dollars (\$20,000) paid life insurance with double indemnity shall be provided each employee covered by this contract after successful completion of probation, except each employee who is employed twelve (12) months full time [six (6) hours daily or more] shall be entitled to twenty-five thousand dollars (\$25,000) life insurance with double indemnity.

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the last day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

ARTICLE 26 - VISION INSURANCE

The Board shall provide to all bargaining unit members who work four (4) hours or more per day for one hundred ninety/one hundred ninety-two (190/192) days or more per year Blue Cross Three Star Vision or its equivalent.

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the 27th day of the month in which the employee leaves the employ of the Board, fails to pay any

premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

ARTICLE 27 - LONG TERM DISABILITY INSURANCE

The Board shall provide Long Term Disability Insurance beginning at the 90th consecutive day of the same or related illness or disability at a rate not to exceed 60% of the subscriber's salary in accordance with the following provisions:

1. Monthly maximum pay of \$2,000.00
2. Social Security Freeze
3. Rehabilitation Clause (50% of Rehab. Offset)
4. Primary Social Security Offset
5. No pre-existing condition or eligibility waiting period
6. Two (2) year own occupation clause.

Benefit coverage is for a full twelve (12) month period. Benefits may be terminated on the last day of the month in which the employee leaves the employ of the Board, fails to pay any premium amounts which may be required by this agreement or by law or otherwise becomes ineligible for benefits.

ARTICLE 28 - WAGES

A. Wage Scale:

The wages shown in Appendix A and Appendix B are made part of this Agreement.

B. Wage Payments:

Wage payments will be made on alternate Fridays for the two (2) week pay period ending on Saturday before payday.

C. Re-employment:

An employee who leaves the system for any reason and is later re-employed can be started at a rate commensurate with his/her past work experience within the system by will start as a new employee in all other respects.

D. Snow Plowing:

Snow plowing will be bid once for the season based on seniority beginning with the maintenance department employees trained or experienced in snow plowing and followed by custodial department employees trained or experienced in snow plowing followed by General Labor. All hours worked in snow removal (with vehicles) will be paid at the regular or overtime rate plus thirty (\$.30) cents per hour for each actual hour of service whether during the regular shift or on overtime. A meal allowance will be provided after a four (4) hours shift if the employee is returning to another eight (8) hour shift.

In addition to the above, when conditions warrant, other methods may be implemented to facilitate snow removal.

E. Temporary Assignment:

Employees temporarily assigned to perform the duties of a higher hourly rated position shall receive the higher pay rate. An employee temporarily assigned to perform the duties of a lower hourly rated position for the convenience of the employer shall receive his/her regular rate.

ARTICLE 29 REIMBURSEMENT

A. Vehicle Usage:

Each employee who uses his/her own vehicle for official school business at the request of the supervisor shall be reimbursed at the IRS rate for each mile driven while conducting such official school business. The employee shall submit a request for reimbursement to the supervisor not later than thirty (30) days after the date on which the expense was incurred.

B. Meals:

Each employee who is away from the school building during a normal meal period while performing his/her assigned duties shall receive a meal allowance of five dollars (\$5.00) for breakfast, six dollars (\$6.00) for lunch, and eight dollars (\$8.00) for dinner upon submission of receipts. A home prepared meal will be reimbursed at four dollars and fifty cents (4.50).

C. Licenses:

Each employee who requires a license or certification to perform the duties of his/her position shall be reimbursed for the cost of the license or certificate when the employer is presented with receipts of payment and a copy of the applicable license or certificate.

D. Classes:

The Board will pay the cost of registration in classes required for the performance of duties for any employee. The employee will be paid for time actually spent in class only, upon completion of requirements of the class.

E. Shoes:

Upon submission of a receipt, employees in positions identified by the employer to require the wearing of safety shoes shall be reimbursed up to seventy-five (\$75.00) dollars for the purchase of one pair of steel safety toe shoes of the employee's choice, each year.

ARTICLE 30 - STUDENTS

Student employees shall not be covered by this agreement. They shall not take the place of full time employees. They shall not work more than three (3) hours per day, fifteen (15) hours per week except during times of the year when school is not in session.

ARTICLE 31 - PHYSICAL ABILITY

A. Physical Examinations:

1. All personnel, at their expense, shall show proof of freedom from active tuberculosis within fourteen (14) day of starting employment. Employees shall continue to do so annually, or less frequently, as required by the employer, and at the employer's expense.
2. The Board reserves the right to require that an employee submit to a physical and/or psychological examination by qualifies person(s), in which case the Board is entitled to all relevant information. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Board. The Board shall bear the full cost of required examinations.
3. Transportation employees shall submit to a physical examination annually as required by the employer. The Board shall bear the cost.
4. Cadillac Area Public Schools will follow the rules and regulations of the Omnibus Transportation Employee Training Act of 1991. Penalties for offenses covered by the Act shall be limited to the provision of the Act.

B. Disability:

An employee who has been declared unable to fulfill the obligations of the position to which the employee is assigned, may displace the person of least seniority in another classification, provided the employee provides a physician's statement of physical ability.

ARTICLE 32 - STRIKES AND LOCKOUTS

A. No Strike:

The Union nor any person acting in its behalf nor any individual employee will cause, authorize, support, or take part in any strike (stoppage of work) for the life of this Agreement.

B. Lockout:

The Board agrees that during the life of this Agreement there shall be no lockout of employee.

ARTICLE 33 - BOARD RIGHTS

It is understood that the employer shall have the right to plan the work, direct the working force and hire and discharge (subject to the grievance procedure) employees for cause and the Union agrees not to interfere with the exercise of this right. It is further understood that the employer shall have the exclusive right to determine qualifications wherever referred to in this Agreement. The employer agrees not to use this right for the purpose of discrimination

and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure.

ARTICLE 34 - NOTICES

Notices shall be sent by certified or registered mail and if by the Union, be sent to the Cadillac Area Public Schools, 421 South Mitchell Street, Cadillac, Michigan 49601; and if by the Employer, shall be sent to the local president in care of the MEA Uniserv Office, at 1337 North Mitchell, Cadillac, Michigan 49601.

ARTICLE 35 - JOINT COMMITTEE


The parties agree that they will form a joint committee consisting of three (3) representatives from the Association and three (3) representatives from the Board to meet regularly during the school year to discuss matters of mutual interest.

ARTICLE - 36 - TERM

This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2009 and shall continue in effect for annual periods thereafter unless either party notifies the other party in writing not less than sixty (60) days prior to any annual expiration date of a desire to modify or terminate the Agreement. In the event of such notice, negotiations shall begin within fifteen (15) days after receipt of notification.

Retroactivity: A worksheet will be provided with payment.

**FOR THE BOARD OF EDUCATION
CADILLAC AREA PUBLIC SCHOOLS**

BY: 
ITS PRESIDENT

BY: 
ITS NEGOTIATOR

FOR THE UNION

BY: 
ITS PRESIDENT

BY: 
ITS NEGOTIATOR

APPENDIX A - SUPPORT STAFF WAGES

	<u>NEW HIRE</u>	<u>SIX MTHS</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>	<u>FOUR YEARS</u>
<u>FOOD SERVICE</u>						
2005-06	\$9.81	\$10.93	\$11.55	\$12.17	\$12.79	\$13.36
2006-07	\$9.97	\$11.09	\$11.71	\$12.33	\$12.95	\$13.52
2007-08	\$10.14	\$11.26	\$11.88	\$12.50	\$13.12	\$13.69
2008-09	\$10.32	\$11.44	\$12.06	\$12.68	\$13.30	\$13.87
<u>COOKS IN CHARGE</u>						
2005-06	\$10.38	\$11.57	\$12.22	\$12.87	\$13.52	\$14.35
2006-07	\$10.54	\$11.73	\$12.38	\$13.03	\$13.68	\$14.51
2007-08	\$10.71	\$11.90	\$12.55	\$13.20	\$13.85	\$14.68
2008-09	\$10.89	\$12.08	\$12.73	\$13.38	\$14.03	\$14.86
<u>BUS DRIVERS</u>						
2005-06	\$11.17	\$12.36	\$12.97	\$13.56	\$14.17	\$14.54
2006-07	\$11.33	\$12.52	\$13.13	\$13.72	\$14.33	\$14.70
2007-06	\$11.50	\$12.69	\$13.30	\$13.89	\$14.50	\$14.87
2008-09	\$11.68	\$12.87	\$13.48	\$14.07	\$14.68	\$15.05
<u>CUSTODIAL</u>						
2005-06	\$11.05	\$12.23	\$12.84	\$13.43	\$14.03	\$14.35
2006-07	\$11.21	\$12.39	\$13.00	\$13.59	\$14.19	\$14.51
2007-08	\$11.38	\$12.56	\$13.17	\$13.76	\$14.36	\$14.68
2008-09	\$11.56	\$12.74	\$13.35	\$13.94	\$14.54	\$14.86
<u>MAINTENANCE</u>						
2005-06	\$11.60	\$12.82	\$13.44	\$14.06	\$14.68	\$15.06
2006-07	\$11.76	\$12.98	\$13.60	\$14.22	\$14.84	\$15.22
2007-08	\$11.93	\$13.15	\$13.77	\$14.39	\$15.01	\$15.39
2008-09	\$12.11	\$13.33	\$13.95	\$14.57	\$15.19	\$15.57

Longevity Amount: Beginning with year eleven (11) of continuous service to the school district a fifty (\$.50) cent per hour premium shall be paid in all employee categories.
Beginning with year eighteen (18) an additional thirty (\$.30) premium shall be paid.
Beginning with year twenty-five (25) an additional twenty (\$.20) premium shall be paid.

Shift Premium: Second Shift - \$.15 per hour additional pay.
Third Shift - \$.25 per hour additional pay.

Retirement: The Board will pay the employer portion of retirement.

APPENDIX A and APPENDIX B

BUS DRIVER TRIPS: The pay rate shall be \$1.80 per hour less on each step of the bus driver route schedule including all longevity steps.

<u>CUSTODIAN IN CHARGE:</u>	<u>ELEMENTARY</u>	<u>HS/MS</u>
	\$.35 per hour	\$.40 per hour

(The \$.35/\$.40 per hour is in addition to the applicable custodian pay rate for all steps including all longevity steps.)

<u>COOKS IN CHARGE:</u>	Satellite	Independent	Central
Appendix B Only	<u>Kitchen</u>	<u>Kitchen</u>	<u>Production</u>
	\$0.30	\$0.45	\$0.80

Custodians in charge and cooks in charge are expected to give directions to other bargaining unit members assigned within their buildings. Head cooks will be expected to communicate with other employees (ex. Lunch room aides) involved in the Food Service operation.

LEADS GROUNDS POSITION: \$.40 per hour

Leads Grounds position will be in the maintenance department and expected to give directions and communicate information to other staff assigned to grounds or temporarily assigned to grounds for duties including but not limited to snow plowing, lawn cutting, equipment maintenance and landscaping.

SUMMER HELP: Summer help (Transportation and Food Service Staff) will receive same rates as new hire custodians during years one (1) through three (3) of service and will receive the six (6) month rate for each year thereafter.

An employee who has completed three (3) years of summer work and subsequently agrees to work forty (40) or more days beginning in the summer of 1995 shall accrue sixteen (16) hours of sick leave time, two (2) days of vacation pay, and may use funeral leave as provided in Article 17, D.

SNOW DAYS: Full year employees will be expected to report on days when school is closed or delayed due to inclement weather. Bus drivers and food service will not report to work on days when school is not in session due to inclement weather and will not be paid. They will be required to report on make up days and will be paid their normal rate for all hours worked.

APPENDIX B - SUPPORT STAFF WAGES
For employees hired on or after July 1, 1997

	<u>NEW HIRE</u>	<u>SIX MTHS</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>	<u>FOUR YEARS</u>
<u>FOOD SERVICE/GENERAL LABOR</u>						
2005-06	\$9.60	\$9.85	\$10.10	\$10.63	\$11.15	\$11.63
2006-07	\$9.76	\$10.01	\$10.26	\$10.79	\$11.31	\$11.79
2007-08	\$9.93	\$10.18	\$10.43	\$10.96	\$11.48	\$11.96
2008-09	\$10.11	\$10.36	\$10.61	\$11.14	\$11.66	\$12.14
<u>BUS DRIVERS</u>						
2005-06	\$10.80	\$11.05	\$11.30	\$11.81	\$12.32	\$12.64
2006-07	\$10.96	\$11.21	\$11.46	\$11.97	\$12.48	\$12.80
2007-08	\$11.13	\$11.38	\$11.63	\$12.14	\$12.65	\$12.97
2008-09	\$11.31	\$11.56	\$11.81	\$12.32	\$12.83	\$13.15
<u>CUSTODIAL</u>						
2005-06	\$10.69	\$10.94	\$11.19	\$11.70	\$12.20	\$12.48
2006-07	\$10.85	\$11.10	\$11.35	\$11.86	\$12.36	\$12.64
2007-08	\$11.02	\$11.27	\$11.52	\$12.03	\$12.53	\$12.81
2008-09	\$11.20	\$11.45	\$11.70	\$12.21	\$12.71	\$12.99
<u>MAINTENANCE*</u>						
2005-06	\$11.21	\$11.46	\$11.71	\$12.23	\$12.76	\$13.08
2006-07	\$11.37	\$11.62	\$11.87	\$12.39	\$12.92	\$13.24
2007-08	\$11.54	\$11.79	\$12.04	\$12.56	\$13.09	\$13.41
2008-09	\$11.72	\$11.97	\$12.22	\$12.74	\$13.27	\$13.59

Longevity Amount Beginning with year eleven (11) of continuous service to the school district a forty-five (\$.45) cent per hour premium shall be paid in all employee categories. Beginning with year eighteen (18) an additional twenty-five (\$.25) premium shall be paid. Beginning with year twenty-five (25) an additional twenty (\$.20) premium shall be paid.

Shift Premium: Second Shift - \$.15 per hour additional pay.
Third Shift - \$.25 per hour additional pay.

Retirement: The Board will pay the employer portion of retirement.

Maintenance employees hired after July 1, 1997, who have a State Plumber's License, State Electricians License, or State Mechanical "unlimited heating licenses" (400,000 BTU rating) will be paid on Appendix A rates for Maintenance.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, M.E.A./N.E.A.
LETTER OF UNDERSTANDING - CUSTODIAL OVERTIME ASSIGNMENTS**

When overtime duty is required in any building in the Cadillac School District, the Board may use bargaining unit members or call-in substitute employees. Call-in substitute employees will not be used for more than twenty (20%) percent of the overtime on a monthly basis for school functions or rental functions by non-profit organizations. Call-in substitutes will not be used if they will exceed forty (40) hours per week on an individual basis. (No overtime payments to call-in substitutes). When the Board uses bargaining unit members for overtime assignments, the most senior custodian in that building who is not working the shift, and is qualified, will be asked first to work that overtime. If he/she refuses, then the next most senior custodian in that building who is not working the shift will be asked second. This procedure will continue until all custodians not working the shift in the building where overtime is required have been asked to work the overtime.

If no custodian in that building will agree to work the overtime, then the most senior custodian available in the whole custodial department will be asked, and so on down the seniority list for custodians. If no custodians in the bargaining unit will work the overtime, the lowest seniority custodian within the building shall be required to work the overtime. If due to extenuating circumstances that person is not available, the Board shall have the option of using a call-in substitute or requiring the lowest seniority custodian in the unit that has not been required to work on a prior occasion this school year to work the overtime.

When an event which requires overtime takes place in the stadium and the event involves the use of either the Junior or Senior High buildings, then the most senior custodian from the building in use will be asked first to work the overtime. If no custodians from the building being used agree to work the overtime, the most senior custodian from the other building will be given the opportunity to work the overtime.

When an event which requires overtime takes place in the stadium and NO BUILDING is used in conjunction with the event, then the age level of the students participating shall determine which custodians will be called to work the overtime (i.e., if it is a Senior High event, the Senior High custodian(s) will be given the first opportunity to work the overtime, the Junior High custodian(s) will be asked second. If it is a Junior High event, the Junior High custodian(s) will be given the first opportunity to work the overtime, the Senior High custodian(s) second.) The most senior custodian in either case shall be called first and so on down the list if more than one custodian is involved.

When an event which requires overtime takes place in the stadium and NO BUILDING IS USED IN CONJUNCTION WITH THE EVENT AND IT DOES NOT INVOLVE STUDENTS, then the custodians in Senior High will be given the first opportunity to work the overtime; the Junior High custodians, second, as stated above.

All events which take place in a building will be staffed initially, in order of seniority, by building staff. Therefore, all events within the Junior High School will be staffed from the Junior High School custodian with the most seniority to the Junior High School custodian with the least seniority. Likewise, the same staffing will occur at the High School. We will continue to pay for separate staff for functions which are held at both the Junior High School and the High School, not crossing over one custodian for two assignments, which involves a minimum of two (2) hours. Less than two (2) hours, staffing will be done by seniority (Junior High School/High School) when opening and closing are involved.

When staff members are called in, they will be expected to work a minimum of two (2) hours on the site, and remain on the site for the entire period of time for which they are being paid. If the program scheduled does not require custodial assistance, then it is expected that the custodian will initiate additional jobs during the time of call-in or do pre-assigned work from the custodial supervisor.

When a substitute custodian is substituting for a staff member for five (5) days or more, he/she will have the opportunity to bid for any overtime assignments in that building. Seniority would be the basis for making the assignment within the building.

This agreement was made between Cadillac Area Public Schools and Cadillac Educational Support Personnel Association on September 28, 2005.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, M.E.A./N.E.A.
LETTER OF UNDERSTANDING/USE OF CALL-IN SUBSTITUTES**

Substitute employees will be used only to replace bargaining unit employees who are absent from respective positions and shall not exceed two hundred forty (240) hours per instance. This provision is not intended to circumvent contractual provisions of filling new and existing job vacancies.

Call in substitute employees may also be used for custodial overtime as outlined on the Letter of Understanding - Custodial Overtime Assignments.

This agreement was made between Cadillac Area Public Schools and Cadillac Support Personnel Association on September 28, 2005.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, M.E.A./N.E.A.
LETTER OF UNDERSTANDING/JOB QUALIFICATIONS**

Both parties to the Master Agreement between Cadillac Area Public Schools and Cadillac Educational Support Personnel on 9/28/2005 agreed and understand the District's need to fill positions with qualified individuals.

The District has the right to determine qualifications per Article 33 that includes the following: "***The employer shall have the exclusive right to determine qualifications wherever referred to in this agreement".

Under Article 13 regarding the filling of permanent job vacancies, Section B provides, "The senior qualified employee, within the department first, and then district wide second, who bids for the position and who meets the posted minimum requirements, who possesses necessary skills and experience and displays overall ability as judged from interviews, shall be granted a eight (8) week trial period".

Both parties agree that regardless of any past practice in filling vacancies, the Board will follow the above language in filling future vacancies. Applicants must meet the posted qualifications, possess the necessary skills and experience, and display overall ability during the interview. Both parties recognize that an applicant may be judged during the interview not to possess the necessary skills, experience or overall ability to warrant an eight (8) week trial period. Both parties also recognize that good attendance and the ability to get along with others are qualifications.

The District will make available training opportunities for night custodians to learn the tasks required of a day custodian. These training sessions will be paid or unpaid opportunities at the discretion of the District. Participation will be mandatory for paid training sessions.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, M.E.A./N.E.A.
LETTER OF UNDERSTANDING/GENERAL LABOR**

Both parties to the Master Agreement between Cadillac Area Public Schools and Cadillac Educational Support Personnel agreed on 9/28/2005 that a general labor classification was added to the bargaining unit.

General labor positions may be filled on permanent basis or as temporary help. The rate of pay for the general labor shall be on Appendix B regardless of the date of hire with the District. If a transportation or food service employee is employed as a summer help, they will receive the new hire rate on Appendix B during years one (1) through three (3) of service and will receive the six (6) month rate for each year thereafter. An employee who has completed three (3) years of summer work and subsequently agrees to work forty (40) or more days during a summer shall accrue sixteen (16) hours of sick leave time, two (2) days of vacation pay and may use funeral leave as provided in Article 17, D.

The general duties of the general laborer shall include lawn mowing and trimming, ball field maintenance, lining athletic fields, moving furniture and equipment, delivery of custodial supplies, snow removal, trash pick-up, responding to security alarms and assisting maintenance personnel.

The general laborer shall not be used for snow removal on an overtime rate until all maintenance or custodial employee personnel that signed up for snow plowing have been given an opportunity for the overtime.

The general laborer may be assigned flexible hours at any time during the year.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC EDUCATION SUPPORT PERSONNEL ASSOCIATION, M.E.A./N.E.A
LETTER OF AGREEMENT/SNOWPLOWING**

This Letter of Agreement is entered into this 28th of September 2005, between the Cadillac Area Public Schools Board of Education (hereinafter called the "Board") and the Cadillac Educational Support Personnel Association/MEA/NEA, (hereinafter called the "Association").

The Board and the Association agree to modify paragraph D of Article 28 as follows:

Snow Plowing:

Snow plowing will be bid once for the season with employees that are trained or experienced in snowplowing. Employees shall be selected by seniority in the following order: (1) maintenance employees and the employee from the general labor classification with the most seniority; (2) second shift custodians, third shift custodians, and general labor classification employees treated as a single group; and (3) first shift custodial employees. It is mutually understood by the Board and the Association that all employees in (1) shall have first chance at snow plowing positions, and then all employees in (2) have second chance, and if any opportunities remain, employees in (3) will be considered. All hours worked in snow removal (with vehicles) will be paid at the regular or overtime rate plus thirty (\$.30) cents per hour for each actual hour of service whether during the regular shift or on overtime. A meal allowance will be provided after a four (4) hour shift if the employee is returning to another eight (8) hour shift.

In addition to the above, when conditions warrant, other methods may be implemented to facilitate snow removal.

DISCIPLINARY REPORT

(name)

Has been disciplined on _____ at level _____ for the
(date)
following work related problem.

Reason for the disciplinary action:

(supervisor)

(employee)

(date)

(date)

Continue here if more space is needed for reason:

"I _____ request that my union steward be provided a copy of this
disciplinary report. (Initial) _____yes _____no