
**MASTER AGREEMENT BETWEEN
CADILLAC AREA PUBLIC SCHOOLS**

AND

CTMG Personnel

JULY 1, 2012 THROUGH JUNE 30, 2013

**Master Agreement Between
Cadillac Area Public Schools
and
CTMG Personnel
July 1, 2012 - June 30, 2013**

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PREAMBLE

WHEREAS, the parties (Board and CTMG Personnel) 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 CTMG Personnel 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 CTMG Personnel do hereby covenant and agree as follows:

AGREEMENT

This agreement is entered into this 11th day of March, 2013, by and between the Board of Education of the Cadillac Area Public Schools, hereinafter referred to as the "Board", and CTMG Personnel, hereinafter referred to as the "Association".

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 Association 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), and Transportation, (hereinafter referred to as "employee(s)"), who work at least twenty (20) hours per week, 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 Association, providing it is similar to a position heretofore recognized.

C. **Nondiscrimination:**

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

ARTICLE 2 - ASSOCIATION REPRESENTATION

A. **Association Representatives:**

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

B. **Grievance Committee:**

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

C. **Processing Grievances:**

The CTMG president or Association 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. **Association Activities:**

No employee will engage in Association 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 Association 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 Association for posting notices.

F. Bargaining/Wages:

The CTMG president and/or the Association 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 3 - SPECIAL CONFERENCES

A. Scheduling:

Special conferences will be scheduled between the CTMG 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, outside of scheduled work hours unless agreed by the employee. This meeting may be attended by designated representatives of the Association.

B. Building Use:

The Association 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 Association shall inform the other party as early as reasonable of changes or impending developments, which affect the relationship between the parties.

ARTICLE 4 - 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 "Association", when the Association 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.

Grievances may not be amended after Step 3.

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 Association 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 Association 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 Association 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 Association 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 Association. 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 Association is not satisfied with the disposition of the grievance, it may be appealed to Step 3 by the Association 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 Association representatives to discuss the matter. The Superintendent shall respond to the Association with a written answer to the grievance within ten (10) working days after such meeting, with two (2) copies mailed to the Association.

Step 4: The Association may appeal the disposition of the grievance at Step 3 to the Board of Education by filing a written grievance along with the decision of the superintendent with the chairman of the Board Personnel Committee within ten (10) working days of the written disposition at Step 3. Within twenty (20) working days, the Board shall allow the employee or his/her Association representative(s) an opportunity to be heard at a committee meeting for which the grievance will be scheduled. Within twenty (20) working days from the hearing of the grievance, the Board committee shall render its decision in writing. The Board committee may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with expressed consent of the Association shall final determination of the grievance be made by the Board more than twenty (20) working days after the initial hearing.

A copy of the written decision of the Board committee shall be forwarded to the superintendent for permanent filing, and the Association.

Step 5: If the decision of the Board of Education is not satisfactory to the Association the grievance may be submitted to arbitration by written notice given by the Association representative to the Superintendent within ten (10) working days after the receipt of the Board's answer. If the Superintendent and the Association 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 Association. 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. The arbitrator shall have no authority to rule on: evaluation, layoff, recall, assignment, placement or discipline, state or federal law or prohibited subjects of bargaining.

D. Time Limits:

If the time limits contained within the grievance procedure are exceeded by the Association, 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. 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. Back pay shall be limited to ten (10) days prior to the filing of the grievance.

ARTICLE 5 -DISCHARGE AND DISCIPLINE

A. Discipline:

Employees shall be disciplined (including reprimands, suspensions, discharges, or other actions of a disciplinary nature) only for reasons which are not arbitrary and capricious.

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 Step 4.

B. Representation:

An employee shall be entitled to have present a representative for any disciplinary matter provided it does not delay the meeting by more than one (1) work day.

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. Written warning included in personnel file
b. Up to three (3) days suspension with or without pay
c. Dismissal
2. Fair and impartial investigatory hearing
3. Both parties understand that where appropriate the supervisor may provide employees with a verbal warning before a written warning is provided. The concept of due process and progressive discipline does not require that each of the above steps be followed in every discipline case. The discipline imposed shall be appropriate to the severity of the offense.
4. Starting with step a. in the progressive discipline, the employee will be given a copy of the discipline report.

D. Appeal:

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

ARTICLE 6 - 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 7 - 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 Association. 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)
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 CTMG president and each Association steward with a copy at each time the lists are posted. The board will notify the CTMG president and each Association 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 Association 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 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 8 - 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 9 - LAYOFF AND RECALL

A. Definition:

The definition of the word "layoff" means a reduction in the number of Association 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. An employee in one department may not displace an employee in another department.
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. 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 laid off from a department shall be recalled to their department as job re-openings occur based upon qualifications, background, attainments and seniority. All employees shall be required to return to their job when seniority permits.

3. As job openings occur within the Association, employees on layoff may apply for them as outlined in Article 13 – Filling Permanent Job Vacancies and Article 14 – Filling Temporary Vacancies.
4. An employee that is on layoff status will have recall rights for a period of twelve (12) months from the date of layoff.

D. 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 10 - TRANSFERS OUT OF CTMG

If an employee accepts a position with the school system outside of the CTMG, 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 CTMG 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 CTMG 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 CTMG personnel.
3. Any employee that is returned to the CTMG 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 11 - FILLING PERMANENT JOB VACANCIES

A. Posting:

The Board shall notify the employees by posting newly created or vacant positions which the Board intends on filling 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. 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 most 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. Good attendance and the ability to get along with others are additional qualifications. 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 CTMG 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

For a regularly employed bus driver (not substitute) that is assigned to a permanent vacancy, the trial period will be reduced to three (3) days.

D. Training:

The Board may request an employee leaving or other employee with equivalent qualifications to assist with training any new hire or transferred employee. The District will make available training opportunities for employees to learn required tasks. These training sessions will be paid or unpaid opportunities at the discretion of the District. Participation will be mandatory for paid training sessions.

ARTICLE 12 - 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 Association 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 Assistant 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. Association Business:

The Board shall grant any local officer in its employ a leave of absence for Association 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 Association will be granted a leave of absence when requested by the Association, for the period that they

are employed by the Association, 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 Assistant 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 Assistant 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 13 - 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. Employees who 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 Association 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 Association exhausted all but three (3) accumulated sick days. A committee of one Association 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. The employee should make every effort to schedule doctor's appointments outside their normal working hours. Should the employer have a reasonable suspicion sick leave is being abused, 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. One (1) day per year does not require an explanation. 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. One (1) day per year may be used to offset an inclement weather day.

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-eight (68%) percent of their accumulated sick days at their current rate of pay. Retirees would be required to receive payment via the Board designated provider in qualified 403(b) program. 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. Association 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. 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 14 - WORKING HOURS

A. Hours:

There is hereby recognized a normal eight (8) hour working day, forty (40) hour week or as determined by the supervisor, and the time to be established by the supervisor or principal.

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:

Changes in scheduled hours or assignment can be reviewed at any time. If requested, the reason for the change will be documented in writing by the supervisor and a Association representative may be present. The district will provide at least five (5) days notice of a permanent change in work schedule. The written explanation or schedule change will not be subject to the grievance procedure.

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. Bus cleaning will be paid at \$12.00 per hour as needed. If the Board doesn't get enough volunteers, subs or other employees outside the bargaining unit may be assigned, The Board reserves the right to not accept all volunteers.

F. 10 Month Employees:

Bus Drivers 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 15 - 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 General Labor 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:

All bus trips will be rotation except "other trips". If there is more than one trip in a day, the eligible driver is the next person in rotation. The eligible driver has first choice. Once trips are assigned and a driver declines an assigned trip for any reason, that driver loses their next turn in the rotation. The declined trip jumps to the next eligible driver without an assigned trip.

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.

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. 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.

Trips that can be assigned as a continuation before or after contracted route times will be assigned at the discretion of the supervisor and paid for actual time at route pay.

Other Trips – Non-Rotation

Trips that occur during regular contracted route times, (am, noon, pm) that are four (4) hours or less, may not be taken by a driver if it interferes with the driver's contracted route time.

No bumping will be allowed for any 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.

A driver with an assigned trip may trade with another driver with an assigned trip. There must be a mutual agreement between the two drivers trading. The supervisor must be notified. The rotation order will remain based on original assignments. Once a trip has been traded, it remains your trip even in the event of cancellation.

No trips may be taken the first week school is in session that interferes with contracted route time.

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. General Labor & 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 16 - 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 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 shall be considered a holiday if it falls on a workday and school is closed on that day.

ARTICLE 17 - 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:

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 18 - HEALTH INSURANCE

- A. The insurance described herein is for those not covered by health insurance elsewhere (i.e., through a spouse). The Board will provide to full time employees [six (6) hours daily or more] hired prior to July 1, 1997, health insurance coverage subject to the State limits for Board payment.
- B. Employees hired on or after July 1, 1997 must work seven and a half (7.5) hours daily or more for this coverage.
- C. Employees working less than six (6) hours hired before July 1, 1997 or less than seven and a half (7.5) hours if hired on or after July 1, 1997, will have their health insurance cost, including HSA's, fees and other related costs, paid by the Board on a prorated basis of the percentage of time worked. For example, an employee hired June 1, 2001 that works seven hours is responsible for seven percent of their health insurance cost under

the State limit and 100% over that limit. The State limit for Board payment may or may not change each year.

D. Employees who qualify for full health insurance benefits and do not select coverage shall be entitled to an annual stipend of four (\$400) dollars to be paid to the district's 403b annuity plan.

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 last day of the month in which the employee leaves the employ of the Board, goes on unpaid leave, or becomes ineligible for benefits

G. Health Carrier:

The Board agrees to discuss, at the request of the Association, proposed changes in insurance carrier.

ARTICLE 19 - 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, Dental coverage (75%/50%) with Class III rider 0-2 (50%/\$750). 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, Dental coverage (50%/50%) with Class III rider 0-1 (50%/\$500). 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] Dental coverage (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 20 - 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 21 - VISION INSURANCE

The Board shall provide to all employees vision insurance coverage who work four (4) hours or more per day.

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 22 - 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 23 - 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 the 8th and 23rd each month. Bi-monthly payroll will be set up to include a base pay rate for all departments.

C. **Snow Plowing:**

All maintenance and general labor employees are required to plow snow including call in time. 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.

D. **Temporary Assignment:**

Employees temporarily assigned to perform the duties of a higher hourly rated position shall receive the higher pay rate after the tenth (10) day. 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 24 - 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 25 - 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 26 - PHYSICAL ABILITY

A. Physical Examinations:

1. The Board reserves the right to require that an employee submit to a physical and/or psychological examination by qualified 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.
2. Transportation employees shall submit to a physical examination annually as required by the employer. The Board shall bear the cost.
3. 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 27 - STRIKES AND LOCKOUTS

A. No Strike:

The Association 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 28 - BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions as provided by law.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 11. Determine the policy affecting the selection, testing or training of employees.
 12. To hire all employees, to determine their qualifications and conditions for their continued employment.
 13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
 14. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
 15. To determine and re-determine job content.
- C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

ARTICLE 29 - NOTICES

Notices shall be sent by certified or registered mail and if by the Association, 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 CTMG President at their mailing address provided to the district.

ARTICLE 30 - 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 31 – Emergency Financial Manager

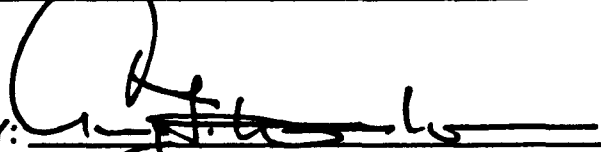
IF AN EMERGENCY FINANCIAL MANAGER IS APPOINTED BY THE STATE UNDER PA 4 OF 2011, FISCAL ACCOUNTABILITY ACT, THE EMERGENCY MANAGER MAY REJECT, MODIFY, OR TERMINATE THE ASSOCIATION AGREEMENT IN HIS/HER SOLE DISCRETION. THIS AUTHORITY IS A PROHIBITED SUBJECT OF ASSOCIATION UNDER THE PUBLIC EMPLOYMENT RELATIONS ACT (PERA).

ARTICLE 32 - TERM

This Agreement shall be effective as of July 1, 2012 and shall continue in effect through June 30, 2013.

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 ASSOCIATION

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>BUS DRIVERS</u>						
2012-13	\$12.08	\$13.27	\$13.88	\$14.47	\$15.08	\$15.45
<u>MAINTENANCE</u>						
2012-13	\$12.51	\$13.73	\$14.35	\$14.97	\$15.59	\$15.97

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.

LEAD GROUNDS POSITION: \$.40 per hour

Lead 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 Staff) will receive same rates as new hire 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 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>GENERAL LABOR</u>						
2012-13	\$10.51	\$10.76	\$11.01	\$11.54	\$12.06	\$12.54
<u>BUS DRIVERS</u>						
2012-13	\$11.71	\$11.96	\$12.21	\$12.72	\$13.23	\$13.55
<u>MAINTENANCE*</u>						
2012-13	\$12.12	\$12.37	\$12.62	\$13.14	\$13.67	\$13.99

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 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.

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 AREA PUBLIC SCHOOLS BUS DRIVERS, MAINTENANCE & GENERAL LABOR
LETTER OF UNDERSTANDING/GENERAL LABOR**

Both parties to the Master Agreement between Cadillac Area Public Schools and Association 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 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 may be assigned flexible hours at any time during the year.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC AREA PUBLIC SCHOOLS BUS DRIVERS, MAINTENANCE & GENERAL LABOR
CADILLAC EDUCATION ASSOCIATIONS, M.E.A./N.E.A.
PARAPROFESSIONALS and ADMINISTRATIVE ASSISTANTS OF CADILLAC, M.E.A./N.E.A.
LETTER OF AGREEMENT/403(b) PLAN**

This Letter of Agreement is entered into this 23rd of February 2009 between Cadillac Area Public Schools Board of Education (hereinafter called the "Board"), CADILLAC AREA PUBLIC SCHOOLS BUS DRIVERS, MAINTENANCE & GENERAL LABOR and Paraprofessionals and Administrative Assistants of Cadillac Education, (hereinafter called the "Association").

The Board and the Association jointly agree on the following as a result of Internal Revenue Service (IRS) regulation changes in the area of IRS code section 403(b). Furthermore, these changes require adoption of a written plan 403(b) document for the first time.

The Board and the Associations mutually agree to the following:

- All EA, CTMG Personnel, and PACE members are eligible for the 403(b) plan,
- Members will not be assessed any fees by CAPS,
- Changes which directly affects terms and conditions of employment beyond mandated IRS regulations would be open to bargain.
- The District shall select the third party administrator.

**CADILLAC AREA PUBLIC SCHOOLS
CADILLAC AREA PUBLIC SCHOOLS BUS DRIVERS, MAINTENANCE & GENERAL LABOR
LETTER OF AGREEMENT/TIMECARDS**

This Letter of Agreement is entered into this 16th of October 2012, between the Cadillac Area Public Schools Board of Education (hereinafter called the "Board") and CADILLAC AREA PUBLIC SCHOOLS BUS DRIVERS, MAINTENANCE & GENERAL LABOR.

1. Drivers shall record on their time cards the normal daily route times on days worked as established by the route time review or November 1 whichever is first. Normal daily route times include time for pre-trip and fueling/cleaning. Only in cases where a driver's route varies by fifteen (15) minutes more or less, due to unusual circumstances, shall a driver record a variation to their normal daily route time. An acceptable reason for the variance must be listed on the timesheets.
2. A driver's pay for an established route shall not change except in the event there is a change in schedule requiring plus or minus time in excess of fifteen (15) minutes due to program changes, increases or reductions in services.
3. Drivers who have a "noon route" that takes less than two (2) hours to complete shall count their fueling/cleaning time within the two (2) hours of paid time for the "noon route".
4. Drivers who have a "noon route" that takes as least two (2) hours to complete shall add their fueling/cleaning time to one of their other routes.
5. Drivers without a "noon route" will get the fueling/cleaning time added to either their AM or PM route. Drivers shall fuel and sweep when directed by the Supervisor.
6. The route time review will establish the time for fueling and sweeping. Drivers will be paid for fueling and sweeping only once a day.
7. On days that drivers do not have to fuel they are expected to sweep their bus during the paid fueling/cleaning time.
8. Drivers will be paid for meetings with principals on discipline. Drivers will not have meetings with parents without administration present.

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 Association Representative be provided a copy
of this disciplinary report. (Initial) _____yes _____no