
**MASTER AGREEMENT BETWEEN
CADILLAC AREA PUBLIC SCHOOLS
AND
PARAPROFESSIONALS
AND
ADMINISTRATIVE ASSISTANTS
OF CADILLAC EDUCATION,
MEA/NEA**

JULY 1, 2017 THROUGH JUNE 30, 2020

**Master Agreement Between
Cadillac Area Public Schools
and
Paraprofessionals and Administrative Assistants of Cadillac Education
(MEA/NEA)
July 1, 2017 - June 30, 2020**

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Preamble

WHEREAS, the parties (Board and Union) recognize and declare their dedication in service to the community and the Cadillac Area; 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 employees is to contribute materially to a high quality program of education for the students of the Cadillac Area Public Schools; and

WHEREFORE, if 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 August 15, 2017, 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 through its affiliate, Cadillac Paraprofessionals and Administrative Assistants Association MEA/NEA, hereinafter referred to as the "Union".

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 sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment, for the term of this agreement, of all administrative assistant employees, GSRP paraprofessionals, intervention paraprofessionals, and paraprofessionals, (hereinafter referred to as "employee(s)"), excluding Superintendent's administrative assistant and all District Office Staff.

B. Employees Not Covered:

1. Playground aides and health aides shall not be considered part of the unit provided they do not perform work normally done by bargaining unit members. Except that, playground aides may be designated in buildings with one administrative assistant and in buildings that have two (2) offices with one (1) administrative assistant in each office to be available for a period not to exceed one and one-half (1-1/2) hours per day per building to relieve an administrative assistant in their absence from the office to provide coverage in the school office.
2. Playground aides may not be used in the classroom except where a paraprofessional's schedule cannot be arranged in such a manner that the paraprofessional would be available for the additional work or the

paraprofessional(s) in the building refuse the additional work. In the event a playground aide is used in the classroom because a paraprofessional is not available in the building under the provisions outlined above, that person may only be employed in such capacity for a period not to exceed three (3) hours per day. Only two (2) persons in a building may do such work and together may work no more than five (5) hours per day.

3. When designated by a current IEPC, 504, or 30 day placement for a child, a health aide may work "one-on-one" with only that student/s and may not perform any bargaining unit work.

C. New Positions:

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 in Paragraph A of this article. (see Article 20)

D. Students:

Student employees shall not be covered by this Agreement. They shall not take the place of regular employees.

Article 2 - Aid to Other Unions

The Board will not aid, promote or finance any labor group organization which purports to engage in collective bargaining, or make any agreements with any such group or organization, other than the MEA/NEA, relative to this bargaining unit.

Article 3 - Union Activities

A. Representation:

Employees of the Bargaining Unit shall be represented by the local Union president, vice president, or designee. The employer is to be represented by the superintendent, business manager, or designee.

B. Processing Grievances:

Local Union representative(s), when processing or investigating a written grievance or a complaint relating to employment during working hours shall suffer no loss in wages upon prior approval from his/her/their supervisor(s). Such time spent beyond regular working hours shall not be compensated.

C. Union Activities:

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

D. Identification of Officers:

The local Union president shall advise the Board in writing of the names of local Union officers within ten (10) days of their election or appointment.

E. Union Representative:

The local Union has the right to call in a representative of the Michigan Education Association to be present in meeting with administration regarding possible discipline provided it does not result in a delay of more than 24 hours in the meeting.

F. Building Use:

The Union and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program.

G. Equipment Use:

The Union members shall be permitted to use Board equipment including but not limited to technology, copy machines, calculators and audiovisual items, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

H. Bulletin Boards:

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

I. Agreement Distribution:

The Agreement shall be published on the district website by the Board to be accessible to all employees now employed or hereafter employed, and ten (10) copies shall be provided to the Union.

J. Release Time for Union Business:

On a yearly basis, the Board shall provide thirty (30) hours of paid release time annually for the bargaining unit's use. 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 members. Use of these hours shall be authorized by the president of the Association only, and approved by the Superintendent or designee. Notification of intent to use said hours shall be provided to the School District seventy-two (72) hours prior to the event. The Union shall reimburse the District for the cost of the substitute if needed.

K. Attendance at Union Functions:

Members of the Union attending a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such functions. No more than three (3) members shall be off at any time to attend union functions.

Article 4- 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 representatives of the local Union and/or a representative of the MEA/NEA.

B. Building Use:

The Union representatives may meet at a place designated by the Board on the Board's property for at least one-half (1/2) hour immediately preceding such conference.

Article 5 - Grievance Procedure

A. Definitions:

1. A grievance is a claim by one or more employees or the Union that there has been an alleged improper application, violation, or misinterpretation of this Agreement.
2. An aggrieved employee is the employee(s) who is directly affected and, therefore, will make the claim.
3. Reference to the term "employee" in this Article will be interpreted to mean "Union" when the Union is filing a grievance.
4. "Working day" is defined as Monday through Friday except holidays, as defined in Article 17 Holidays, Christmas and Spring Break.

B. Grievance Form:

Any grievance presented in writing must 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 or Union representative.

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. If information is added after Step 2, the grievance will revert back to Step 2 to be reheard. A grievance may not proceed to Step 3 until all relevant facts have been heard at Step 2, as identified in Article 5 section C.

C. Procedure:

Step 1 - Immediate Supervisor: An employee has ten (10) 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 has five (5) working days from the above meeting to file a written grievance with the immediate supervisor. Within five (5) working days of the filing of a written grievance, a second meeting shall be held to attempt to resolve the grievance. The employee's immediate supervisor or other Board representative shall return a written answer within five (5) working days thereafter.

Step 2 - Superintendent: If the Union is not satisfied with the disposition of the grievance at Step 1, the grievance shall within five (5) working days thereafter be transmitted in writing to the superintendent of schools with a statement of reasons why it is being appealed. The Superintendent shall meet within ten (10) working days after receipt of the grievance at a mutually satisfactory time with the appropriate representatives to discuss the matter. The Superintendent shall respond to the Union with a written answer to the grievance within five (5) working days of such meeting.

Step 3 - Board of Education: The grievant may appeal the disposition of the grievance at Step 2 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 2. Upon proper application as specified, the Board shall allow the

employee or his/her Union representative an opportunity to be heard at a committee meeting for which the grievance was scheduled. Within one (1) month 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 Union shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board committee shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, and the secretary of the Union.

Step 4 - Arbitration: If the decision of the Board Personnel Committee is not satisfactory to the Union, the grievance may be submitted to arbitration by written notice given by the Union to the Superintendent within fifteen (15) working days after receipt of the Board's decision. If the Superintendent and the Union cannot agree upon an arbitrator within five (5) working days, 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 or 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, except that the Union shall not be responsible for paying the salaries of witnesses who are employees of the Board.

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's representative. If the time limits are exceeded by the Board's representative, the grievance shall be moved to the next step. Time limits in the grievance procedure may be extended by mutual agreement. Saturdays, Sundays, and holidays 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 grievance, all specified time limits shall be observed.

F. Claims for Back Wages:

All claims for back wages shall be limited to current school year prior to meeting in Step 1 of grievance procedure, less any compensation they may have received from a source of like nature during the period, except for discharge cases.

Article 6 - Discharge and Discipline

A. Written Documents and Meetings:

1. The Board agrees that its administrators will provide to the Union president a copy of any written documentation implementing the discipline and/or discharge of any employee within the Bargaining Unit with the employee's permission.
2. The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with representatives of the Union before she/he is required to leave the premises.

B. Discharge and Discipline:

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

C. Discipline:

The Superintendent or designee may discipline any employee leading up to and including discharge for just cause provided a fair and impartial investigation is conducted. The employer agrees to adhere to the concepts of due process and progressive discipline which include, in part:

- a. Verbal warning to employee is documented in personnel file
- b. Written letter of reprimand included in personnel file
- c. Up to three (3) days suspension with or without pay
- d. Dismissal

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. The discipline imposed shall be appropriate to the severity of the offense. Starting with Step a in the progressive discipline, the employee will be given a copy of the discipline report.

D. Use of Past Record:

The Board may take into account discipline that occurred within the past five (5) years when considering the appropriate discipline.

Article 7- Probationary Period

The probationary period for each new employee shall be ninety (90) actual working days of employment for that employee. An evaluation shall be conducted within the first forty-five (45) days by the probationary employee's immediate supervisor. If an evaluation is not performed, the probationary performance shall be considered satisfactory. There shall be no seniority among probationary employees.

All other employees will be evaluated a minimum of once every other year by their supervisor. An evaluation form shall be agreed upon by the Board and officers of the Association.

Any employee working within the probationary period may be disciplined and/or discharged by the Board for any reasons at any time, and without recourse to grievance procedure.

Article 8- Seniority

A. Definition:

The word "seniority" means service in the employ of the Board, from the first date the employee reports to work in any position represented by the Union. In the circumstance of more than one individual reporting to work on the same date, a drawing will be conducted to determine position on the seniority list. If more than one employee has the same first day, the employees shall be listed on the seniority list by the last four digits of his/her social security number, from highest to lowest.

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, first day of work, job title, and classification in which the employee most frequently works.
The classifications will be as follows:
 - a. Administrative Assistant
 - b. Paraprofessional
2. The employer will keep the seniority list up to date at all times and will post the seniority list once every six (6) months and provide the Union president with a copy of each time the lists are posted. The Board will notify the Union president in writing of any changes within the seniority list between dates of posting. Objections to the seniority list shall be presented within ten (10) days of the list being posted and corrected, if necessary, and thereafter, the list shall be final and conclusive.

D. 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 four (4) consecutive working days without properly notifying the Board, unless the employee submits an acceptable reason.
5. If the employee does not return from leave of absence within four (4) working days after the leave expires, unless the employee submits an acceptable reason.
6. If the employee is laid off for more than twelve (12) months, or a period 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 the employee submits an acceptable reason.

Article 9- Modification of Agreement

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, ratified and signed by both parties as an amendment to this Agreement.

Article 10- Layoff and Recall

A. Definition:

The definition of the word "layoff" means a reduction in the number of employees employed and/or a reduction in the hours assigned to positions within the bargaining unit that adversely affects the employee's benefits, by the Board for any reason.

B. Notification:

In the event a layoff is necessary, the Association and the Superintendent or designee shall work to identify a mutually-acceptable solution which shall be approved by the Association's Executive Board and the District. If no such solution can be developed, the provisions of this article shall apply. The Superintendent or designee shall notify the Union president and they shall meet with the employee(s) subject to the layoff at least twenty-one (21) calendar days prior to staff reduction. Employees to be released shall be so notified, in writing, at least ten (10) working days prior to their release, with copies sent to the Union.

C. Layoff Procedure:

In the event a reduction in work force requires the layoff of employee(s), the following procedure will be used:

1. Probationary employees: Probationary employees within a job classification shall be the first to be laid off.
2. Seniority employees: If it becomes necessary to reduce personnel, the layoff shall begin with the classification to be reduced. Using the seniority list, the lowest seniority employee within the affected classification shall be laid off first. Employees may bump between classifications. The most senior affected employee may bump the lowest seniority employee with equal or less hours provided they have passed the tests applicable to the position (no one can automatically bump into payroll). The District will provide the opportunity for testing once during the notification period. If after fifteen (15) days either party determines that the employee is unable to perform the required work, the employee will be laid-off and the laid-off employee will be recalled to work.

D. Recall Procedure:

In the event an increase in work force requires the addition of employees, the following procedure will be used:

1. The Board shall not be required to recall any probationary employee who is laid off.
2. Employees shall be recalled according to seniority, i.e., the most senior employee on layoff being recalled first within a classification. If more than one bargaining unit member is recalled, the employee being recalled first shall be given their choice of any available positions, provided they have the proper qualifications. The employee being recalled second shall be given their choice of next available positions, following this procedure for any additional employees, etc.
3. Notice of recall shall be sent to the employee at the last known address by registered or certified mail.

E. Benefits:

Employee(s) on layoff do not accrue seniority. Employee(s) on layoff shall be allowed to purchase, in advance, health and life insurance consistent with federal law.

F. Transfers:

Employee(s) who transfer because of layoff shall not receive priority above other employees for the first position applied for.

Article 11 - Positions Out of Bargaining Unit

If an employee accepts a position within the school system but outside of the Bargaining Unit.

1. The employee's seniority shall be retained but not accumulated during the first twelve (12) months.
2. Any employee who returns to the Bargaining Unit during the first twelve (12) months shall assume the lowest position on the seniority list for the purpose of job bidding, lay-off and recall only.

Article 12- Filling Job Vacancies

A. Definition:

A vacancy is a position previously held by a bargaining unit member, or a newly created position within the bargaining unit which the Board intends on filling. If the Board determines not to fill a vacancy, the Association shall be notified within twenty (20) days of the vacancy arising. The time may be extended by mutual consent.

B. Announcement:

1. The Board shall notify the employees by posting for five (5) working days during the school year and ten (10) working days during the summer, for 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 person designated on the posting indicating her/his interest. All job postings shall indicate classification, building position, shift and the supervisor to whom application should be made.
2. An addendum to the posting will be prepared by the Board and will not be posted. It shall contain qualifications, job responsibilities and the testing procedures for the vacancy posted. Copies of the addendum will be made available to interested bargaining unit members by the supervisor of the posted position and the bargaining unit president. Qualifications on the addendum should include abilities needed to perform the duties of the position. Any job responsibility which may appear on an addendum shall be considered to be descriptive only, and shall not limit the scope of duties thereafter assigned to the employee assigned to the job.
3. The following types of test(s) or their equivalent will be used to screen candidates for posted positions.

Paraprofessionals

Technology Skills Test (to be determined by Letter of Agreement)
Interview(s)
State and Federal Qualifications, if any

Administrative Assistants 10 & 12 month

Technology Skills Test (to be determined by Letter of Agreement)
Office Machines
Interview(s)
Bookkeeping

Employees who wish to change positions are encouraged, but not required to take tests in advance and place results in their file.

C. Assignments:

The Board's general practice shall be to fill vacancies from within the Bargaining Unit. The senior employee who applies for the position and who meets the posted minimum requirements, shall be granted an interview and may choose to have a unit representative be present during the interview.

The following guidelines will be used by administrators when interviewing candidates:

- The candidate must be qualified for the position, i.e., knowledge and skills related to specific job duties.

- The candidate must show the willingness to work in a school setting with administrators, students, staff and parents.
- The candidate must have positive reference checks.
- The candidate must display a positive attitude.
- The candidate shall have a record of regular attendance.
- The candidate must have the ability to show articulation in verbal and written communication.

If the candidate is successful in all the above points, then they shall be considered to have a successful interview. However, administration reserves the right to hire based on the administrator's opinion of the compatibility and potential success of the candidate for the opening.

Upon completing a successful interview, the employee shall be granted up to a three (3) week 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 Board retains the right to extend the trial period an additional three (3) weeks if the employee is changing buildings or classifications. 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.

D. Disagreements:

In the event the senior applicant is denied the job or removed during the trial period, within five (5) working days a complete disclosure of any and all reasons shall be given in writing to the employee, with a copy to her/his building representative. If the senior applicant or the Union disagrees with the reasons, she/he may invoke the grievance procedure. The employee may choose to return to their original position during the trial period.

E. Rate of Pay:

During the trial period, the employee will receive the rate for the classification of his/her previous position. If the employee remains in the position after the trial period, he/she shall receive any additional hourly pay she/he may be entitled to retroactive to the date of entry into the new position. An employee shall suffer no loss in hourly pay during a trial period.

Article 13- Leaves Without Pay

A. Leaves of Absence:

Leaves of absence for reasonable periods not to exceed one year will be granted without loss of seniority after two years of service with the district, which is frozen, for:

1. Childcare leaves will be granted. Such leave may be extended for a reasonable period of time at the discretion of the Superintendent.
2. Illness leave. (Physical or Mental)
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. In the case of a leave without pay due to extended illness, and sick leave has been exhausted, the Board shall provide health insurance benefits for the period of time beginning when the paid leave ends for ninety (90) calendar days or until LTD benefits begin, whichever is less. The District shall pay no more than the maximum allowable under the hard cap as calculated and published annually by the Michigan Department of Treasury.

6. Other leaves approved by the Superintendent or designee. Seniority and benefits shall not accrue during an unpaid leave.

B. 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 may grant the leave of absence within one (1) week after receipt of the request for the leave as provided above. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

C. Returning from Leave:

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work, at least five (5) working days prior to the requested date of the return. Whenever practical employees will provide 30 calendar days written notice of intent to return to work. The employee returning early from leave must be given the next available job opening. Employees returning at the approved date will be placed in the position they left, or an equivalent position.

D. Family and Medical Leave Act:

Eligible employees may take up to 12 weeks leave, as set forth under the Family Medical Leave Act and school district policy. The Board shall continue health insurance benefits during FMLA as required by law and as set forth in this agreement. The employee may elect, or the district may require, use of accumulated paid leave including sick, personal, and vacation, during FMLA. Employees who voluntarily fail to return to work upon completion of FMLA, shall reimburse the district the cost of insurance premiums paid by the district.

Article 14 - Leave With Pay

A. Sick Leave:

1. Each employee shall be granted one (1) day for each month of employment for sick leave, not to exceed twelve (12) days per year, with a maximum accumulation of ninety (90) days, and prorated for partial months. Each employee may elect to take up to seven (7) days annually to be deducted from sick leave for illness in the immediate family. Immediate family is defined as spouses, siblings, parents, grandparents, children, grandchildren, or others under the care of the employee defined as dependents by the Internal Revenue Service.
2. Pay for sick leave shall commence with the time the employee is unable to 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. The superintendent may request a doctor's certificate at District expense in cases of illness extending beyond five (5) consecutive workdays and/or, where a pattern of absenteeism exists or in cases of suspected abuse as defined, but not limited to the following; (a.) patterns of absence such as repeating every Monday and Friday or something similar; (b.) excessive absence not substantiated by medical verification or documentation; or (c.) repetitive absences congruent to school time off such as vacations and/or holidays. Employees must notify their supervisor as early as possible previous to the scheduled reporting time when unable to work, unless it is impossible to call.

3. A bargaining unit member who has exhausted accumulated sick leave may, in cases of extended illness or disability (twenty (20) consecutive calendar days), request on a district provided form sick days from the PACE sick leave bank. The sick leave bank will consist of sick days donated by bargaining unit members. Use of the sick leave bank shall be governed by the local PACE Association and the superintendent or designee. Any time the bank falls below twenty (20) days, each bargaining unit member will donate one half (1/2) day of accumulated leave to the bank. Decisions regarding sick bank use are not grievable.

Bargaining unit members may not utilize the sick bank beyond the point of eligibility for Long-Term Disability (LTD), which is 90 days or other defined number of days as articulated in this bargaining agreement, nor may a bargaining unit member utilize the sick bank for intermittent leave without a waiver granted by the Sick Bank governing body. If it is anticipated that a bargaining unit member's sick leave will reach or exceed 90 consecutive calendar days within the contract year, it is the responsibility of the bargaining unit member to apply for appropriate medical coverage.

B. Personal Business:

1. Three (3) days may be used per year for personal business. Such leave must be approved in advance by the supervisor. Request for personal leave must be in writing two (2) working days in advance, except for emergencies. For two (2) out of the three (3) days such leave may not be used in conjunction with vacation or holidays. Such leave must be used for business that can only be conducted during normal working hours, and shall not be used for other employment. Personal business day(s) and/or hours not used by the end of the year will be converted to sick leave time.
2. One (1) day may be used for an unrestricted personal business day. Such leave must be approved in advance by the supervisor. Request for personal leave must be in writing two (2) working days in advance, except for emergencies. These days may be utilized at the employee's sole discretion, requiring no further explanation.

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 provided the employee is not litigating or pursuing claims against the school district. Paid leave of absence will be granted for jury duty. Any compensation, excluding expense reimbursement, 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 as necessary, 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 and nephews, or employee's other dependents as defined by the Internal Revenue Service code.
2. In addition, an employee with the 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) such days per year.

E. Inclement Weather:

1. In the event school is canceled due to inclement weather, Bargaining Unit Members will not report to work. If asked to work any member shall work and be paid their normal rate of pay for the hours actually worked. Bargaining unit members who have preapproved leave for a day that becomes cancelled due to inclement weather will be allowed to use such absence as planned.
2. On days when school is delayed due to inclement weather, all Bargaining Unit Members are expected to report at assigned times except paraprofessionals report one-half hour prior to start time. Paraprofessionals will not suffer loss of pay up to the delay starting time. If the delayed start has been changed to a cancellation, after the Bargaining Unit Member has arrived at work, he/she shall be allowed to leave as soon as possible and will only be paid for the hours actually worked.
3. If any Bargaining Unit Member(s) find the weather conditions unreasonable, they must notify their supervisor of their reason(s) and how soon they can report to work.
4. In the event that school begins and then closes unexpectedly during the day after the Bargaining Unit Member has already reported to work, members shall be allowed to leave at closing or dismissal, provided students have cleared the building. If there is a deviation from the established school calendar, such as a school function or community activity, which results in school being dismissed early, members shall be allowed to leave at the scheduled closing time, provided students have cleared the building. Employees will not suffer loss of pay for these days.
5. A bargaining unit member may use sick, compensatory or personal business days for inclement weather days. Pace bargaining unit members must submit a leave request immediately following an inclement weather day (To be received in the business office within three (3) business days or fewer), if they want to use a sick, compensatory or personal business day for the inclement weather day. The member will be paid for the hours actually worked at their normal rate of pay.
6. The use of a sick day for an inclement weather day will not be counted against the employee for the wellness incentive in Article 27 Section D.
7. The deduction for unpaid (no-pay) inclement weather days will not occur until April 1 of each year, and will be spread over the remaining pays for the year. If an inclement weather day occurs after April 1, the full day will be deducted from the next pay. Should an employee leave the employ of the district prior to the end of the school year, the balance of the inclement weather deduction will be taken from their final pay check.
8. If it becomes necessary to add additional school days in order to make up time at the end of the school year, members will be required to work, and will be paid for those hours worked, at their current rate of pay, as recorded by the electronic time clock.

F. Accumulation Benefit:

1. An employee who retires under the Michigan Public School Employees Retirement System will be paid sixty-five percent (65%) of their accumulated sick days at the prevailing 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 percent (35%) of the accumulated sick days at the prevailing rate of pay. An employee who leaves the employ of the Board after five (5) years of continuous service shall receive twenty percent (20%) of accumulated sick days at the prevailing rate of pay. Any employee who voluntarily leaves the employ of the Board, and gives proper notification, with less than five (5) years of continuous service shall forfeit all accumulated sick days for deposit into the unit's sick bank. Any employee who is placed on lay off status, and is

- not recalled after the allowed time outlined in Article 8, Section D-6 of this agreement, shall forfeit all accumulated sick days for deposit into the unit's sick bank.
2. An employee with more than two (2) years of continuous service who is placed on layoff status shall have the option of receiving five (5) days pay (if available) at their current rate of pay, to be deducted from their accumulated sick leave.
 3. The employee's beneficiary shall receive the employee's accumulation of sick benefit, as if the employee retired on the date of death.
 4. Bargaining Unit Members who accumulate days in excess of 90 days of their frozen accumulation total above 90 days will have their excess days purchased by the Board at the rate of fifty percent (50%) of their current rate of pay in a tax deferred annuity (A+ rated), on July 1st of each year.

Article 15 - Work Hours and Year

A. Work Hours and Assignment:

The normal workweek shall be Monday through Friday. Unit Members may request, in writing, a starting and ending work time no more than twice each year, to their supervisor. The hours per day may vary with position; however, an employee's normal workday will be scheduled. Daily starting and ending time shall be established by administration. Employees shall be notified of the hours, starting and ending time, and location of their tentative assignment by one (1) week prior to the first day of classes. Assignments shall be made by September 30th. With ten (10) days advance notice, an employee's hours and/or location may be adjusted without affecting the employee's total work hours per day or adversely affecting employee benefits. The assignment for any paraprofessional working as a GSRP Great Start Readiness Program – Associate Teacher shall be in compliance with state and federal guidelines.

B. Lunch:

All Bargaining Unit Members, who work at least 4 hours per day, shall be entitled to a duty-free, uninterrupted unpaid lunch period. The length of lunch period shall not be less than one-half (1/2) hour and not more than one (1) hour.

C. Work Year:

1. The definition of a normal work year for administrative assistants shall be one of the following:
 - a. Five (5) full days prior to the first day of classes, the number of days school is in session, and five (5) full days following the last day of classes.
 - b. Full calendar year.
2. The definition of a normal work year for all paraprofessionals shall be one of the following:
 - a. Days and times that students are in session unless additional time is requested by their building administrator.
 - b. Days and times as set forth by a cooperative agreement between the Cadillac Area Public Schools and Wexford Missaukee Intermediate School District for the GSRP Program unless additional time is requested by the program director.

D. Summer Hours:

Summer hours for employees shall begin one (1) week after the last day of classes and extend until two (2) weeks prior to the first day of classes, but not later than the third week of August, provided the required work is accomplished. Employees shall work a seven (7) hour shift between the hours of 7:00 a.m. and 4:00 p.m. and receive eight (8) hours pay.

E. Deviation from Schedule:

If deviation from a normal work year or substantial change in hours is required by the Board of Education, the positions shall first be posted. If the positions are not filled the Board shall have the right to require persons to work.

F. Rest Periods:

Two (2) fifteen (15) minute breaks shall be provided for all full-time employees during their workday.

G. Early Dismissal:

Full-time employees shall be allowed to leave one (1) hour early, and half-time or greater employees shall be allowed to leave one half (1/2) hour early on days preceding vacations or holidays, providing students have cleared the building. In the event an employee is unable to exercise the option of early dismissal they shall be granted one (1) or one half (1/2) hour of compensatory time relative to their regularly scheduled hours. Employees shall receive full pay for the day. For the purposes of Article 15 G, full-time shall be defined as six and one half (6.5) regularly scheduled daily hours.

H. Student Count Days:

In order to avoid overtime work, the Administrative Assistant in each building who is designated to be in charge of recordkeeping and reports at the beginning of each school year, and duties involving the fall student count day, shall be allowed to have a substitute in place, attending to the daily duties of the office. The Administrative Assistant will be offered an alternate location within the building to complete the necessary updating of student data and generating of reports. The total number of hours allowed per school year shall be determined using a ratio/multiplier of 0.07 and the building's enrollment numbers based on fall count day. Any additional time needed by the Administrative Assistant to complete these duties must be approved in advance by the Superintendent.

Article 16- Overtime

A. Rate of Pay:

1. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week. Time and one-half (1 ½) shall be paid for all hours worked on Saturdays and Sundays provided for any hours for that calendar week that exceed forty (40) hours. Time and one-half (1 ½) shall be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay for any hours for that calendar week that exceed forty (40) hours. Each hour of overtime worked shall be equal to time and one-half (1 ½) pay or one and one-half (1 ½) hours of compensatory time at the employee's option.
2. Bargaining unit members must have written approval in advance by the building administrator in order to work over the assigned hours. Pay will be granted or compensatory time may be granted at the option of the employee for all hours worked over the assigned hours as set forth by the 30th of September of each school year.

Bargaining unit members will not be allowed to accumulate comp time in excess of two-and one-half (2 ½) days of their normal work days. Any comp time accumulated in excess of two-and one-half (2 ½) days will be paid at the employees' hourly rate on the next pay.

All comp time must be reported to Central Office no more than one (1) week after time is earned or used. Comp time must be approved by the Superintendent or supervisor three (3) days prior to use. Comp time may not be used during the week prior to the start of school, the first week of school, the last week of school, the week after school or in conjunction with vacations or holidays unless approved in advance by the administrator.

B. Minimum Call-In:

An employee reporting for overtime work not in conjunction with the regular work shift shall be guaranteed a minimum of two (2) hours work, or two (2) hours pay. In the event the hours worked causes the employee to exceed a total of forty (40) hours worked in the pay period, wages will be paid at the rate of time and one-half.

C. Parent-Teacher Conferences/Other:

An employee requested to work additional time (ex: Staff In-Service, Staff Meetings & Parent-Teacher Conferences) will be paid at their normal rate of pay. In order to plan effectively, the administration shall provide ten (10) working days' notice to employees that it wishes to have them work during Parent-Teacher Conferences. If this time worked results in overtime, as defined in A-1 of this Article, then the Bargaining Unit Member will be granted his/her choice of overtime pay or compensatory time for the overtime worked.

Article 17- Holidays

A. General Conditions:

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 the absence was excused by the Superintendent or designee.
2. An employee is not eligible for holiday pay who is on an official leave of absence without pay.

B. Holidays:

All employees 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 | 6. Thanksgiving |
| 2. Good Friday | 7. Friday after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve |
| 4. July 4 th | 9. Christmas Day |
| 5. Labor Day | 10. New Year's Eve |

C. Weekend Holidays:

Holidays falling on weekends will be observed on a weekday immediately preceding or following the holiday and will be announced in advance.

D. Other Paid Days:

1. Year-round Employees: The Friday before Labor Day, the opening day of deer season, Presidents' Day and the Friday before it, shall be paid days if school is closed on those days.
2. All Other Employees: The opening day of deer season and Presidents' Day shall be paid days if school is closed on those days.

Article 18 - Vacation

A. Year-round Employees:

1. Year-round employees shall be entitled to the following paid vacation:

One (1) Year----- Eight (8) days
Two (2) Years----- Twelve (12) days
Seven (7) Years----- Seventeen (17) days
Nine (9) Years----- Twenty (20) days
Twenty (20) Years --- Twenty-three (23) days

All present twelve (12) month employees' vacation time shall be grandfathered if it exceeds the above schedule.

2. Vacation time is earned and computed based on anniversary date. Employees with more than one (1) year experience shall be allowed to use accrued vacation time during the first year of a transfer from a ten-month position to a twelve-month position.
3. Vacation earned during one employment year must be taken within same year.
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 with the longest period of service in the School District.
5. Vacations shall not be taken while students are in session, unless approved by the superintendent or designee.
6. When a holiday, as defined in this Agreement, is observed during a scheduled vacation, a vacation day will not be charged for that day.
7. If an employee becomes ill and is under the care of a duly licensed physician during vacation, the remainder of the vacation will be rescheduled.
8. Vacation may not be taken during any employee's probationary period.
9. Vacation may not be taken in excess of vacation earned.
10. No employee shall take two years vacation during the same year.

B. All Other Employees:

All other employees shall be entitled to the following paid vacation:

1. Employees hired on/or before June 30, 1997, will be paid eleven days to be used when school is not in session.
2. Employees hired on/or after July 1, 1997, will be paid eight days to be used when school is not in session.

C. Pay for Earned Vacation:

1. If an employee is laid off, retires, or terminates employment for any purpose, they will receive pay for any unused vacation credit including that accrued in the current calendar year.
2. Each employee will be paid the current wage rate while on vacation.
3. The employee's beneficiary shall receive the pay for the employee's accumulated vacation credit that accrued during the current working year as if the employee retired on the date of death.

Article 19- Personnel Files

A. Review:

An employee shall have the right to review the contents of all records of the Board pertaining to said employee, and to have a Union representative present at such review.

B. Written Notification:

The employee may submit a written notification regarding any material, and the same shall be attached to the material.

C. Material Limitations:

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a Bargaining Unit Member's personnel file unless the Bargaining Unit Member has had the opportunity to review the material.

If the administration and the employee both believe the material is in error, the material will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the employee.

Should an arbitrator determine that the grieved material is in error, then the material found to be in error will be corrected or expunged from the personnel file, whichever is appropriate, and the erroneous material will be given to the employee.

D. Signature:

An employee's signature on material in the file is to indicate awareness, but shall not mean agreement with the material's content.

Article 20- 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 mediation.

Article 21- Temporary Assignments

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the most senior laid off employee who meets the requirements for such job. If no employee is laid off, a person outside the Bargaining Unit may be employed for a period not to exceed seventy-five (75) days. A temporary employee shall accrue no seniority or benefits. The Board shall attempt to fill such temporary assignments with Bargaining Unit Members when school is not in session.

Article 22- Health Care Benefits

A. Eligibility:

The health insurance made available in this Article is for employees who are not covered under another health insurance program (i.e., through a spouse).

B. Benefit Coverage:

Subject to the limitations provided in B2 as follows, the Board of Education will provide to full-time [eight (8) hours daily or more] Blue Care Network (BCN) HMO with a \$4000/8000 deductible. 2. BCN \$10/\$30/\$60/\$80/20%/20% (200/300Mx) co-pay prescription and two (2) times co-pay for three months' supply via mail order prescription. The Board of Education will cover premium, \$3,500/\$7,000 of the deductible (the employee will be responsible for the first \$500/\$1,000 of the deductible), and coinsurance up to the maximum allowable cap amount calculated every October 1st in accordance with P.A. 152. Members

of the PACE Unit who are receiving health care insurance are responsible for all liabilities over the P.A. 152 yearly allowable cap amount including taxes and fees.

1. The premium contribution will be adjusted at the anniversary of the plan year as calculated by the Michigan Department of Treasury (MDT) the October before the plan year begins. The full cost for this coverage will be shared between the Board and the employees eligible to receive the health insurance. The maximum the Board will pay shall be adjusted per the MDT calculation annually on the anniversary date of the policy. The board shall allocate its payments for health insurance costs among all employees eligible to receive full health insurance benefits provided in B. Any remaining balance will be assumed individually by each member receiving health insurance benefits based on the rates in B above.
2. The employer shall adopt and make available a Section 125 premium conversion option for employees who pay a portion of their health insurance cost.
3. Grandfather Clause. Those employees working less than eight (8) hours per day and provided full health care coverage on January 12, 1998, shall continue Board paid coverage provided in B-1 subject to the health insurance cost limitations in B-2.
4. Employees employed part-time [four (4) hours daily or more but less than eight (8) hours daily] shall be entitled to a pro-rata of the monthly health insurance cost based on an eight (8) hour day (e.g. 4 hours = 50%). Those employees working three (3) hours or more per day on January 12, 1998, will continue to receive the same pro-rata percentage in effect at that time.

C. Long Term Care Coverage:

The Board shall provide to all Bargaining Unit Members UNUM Long Term Care Indemnity Base Plan (Plan 1). Each eligible employee may choose to add family members and/or increase this coverage from the base plan by utilizing the Buy-up Options as outlined by UNUM, at the employee's expense. The Base Plan coverage is \$3000/month with Facility Benefit Duration of 3 years and a lifetime maximum benefit of \$108,000.

D. Cash In Lieu Of:

Any employee not selecting health insurance and working four (4) or more hours per day shall receive an annual payment in lieu of the insurance. The annual amount for employees opting out of the health insurance working four (4) or more hours per day will be \$190.00 per hour based on the number of hours the employee works for one day according to their permanent assignment as indicated in Article 15 Section A of this agreement.

E. Enrollment:

1. New Employees: New employees who are eligible for health care benefits may be covered on the first day of work if they have enrolled.
2. Current Employees: Current employees who are eligible for health care benefits may be covered on the first day of work on which they became eligible (i.e., due to increase in scheduled hours) if they have enrolled. Current employees also may be enrolled during any open enrollment period.

F. Term:

Benefit coverage is for a full twelve (12) month period. 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. Benefits will terminate on the last day of the month for employees eligible to receive MPSERS retirement benefits the following month.

G. Health Carrier:

Prior to the expiration of this contract, the Board and the Association agree to discuss, at the request of either side, proposed changes to the health care coverage or carrier, provided the results do not negatively impact either party. Both parties must mutually agree to open this issue and make any changes.

Article 23- Dental Insurance

All employees shall receive without cost Delta Dental which includes Class I 75%, Class II 75%, Class III 75%, and Class IV 75%. The policy year maximum for Classes I, II, and III combined shall be \$1,500, and the lifetime maximum for orthodontics shall be \$3,000. The plan shall include internal and external coordination of benefits.

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 24- Life Insurance

The Board shall provide not less than \$50,000 life insurance benefit to all bargaining unit members. The benefit plan shall include accidental death and dismemberment (AD & D) and waiver of premium (WOP).

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- Long Term Disability Insurance

The Board shall provide to all Bargaining Unit Members Long Term Disability Insurance beginning at the 90th consecutive calendar day of the same or related illness or disability and at a rate not to exceed 66 2/3% (sixty-six and two-thirds) of the subscriber's salary in accordance with the following provisions:

1. Monthly maximum pay of \$3,000.00
2. Social Security Freeze.
3. Rehabilitation clause (50% of Rehab offset).
4. Primary Social Security Offset.
5. No preexisting 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 26- Vision Insurance

The Board shall provide to all Bargaining Unit Members VSP 2 Silver. 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- Wages

A. Wage Scale:

The wages shown in Appendix A are made part of this Agreement. All new employees in the District shall start at "Hire" of the salary schedule according to their position. Employees returning to the District who have prior employment experience in a bargaining unit position shall upon return receive full credit on the salary schedule for their employment experience within their classification. All employees shall progress on steps as shown in Appendix A according to their anniversary date. Employees who change position shall move laterally on step. The Board may give wage scale credit to newly hired employees.

B. Wage Payments:

Year round employees will be paid in twenty-four (24) equal installments on the eighth (8th) and the twenty-third (23rd) of each month. Other employees will elect to be paid in either nineteen (19) or twenty-four (24) equal installments on same schedule as above. When the eighth (8th) or the twenty-third (23rd) fall on a weekend, payments will be made on the Friday prior to the weekend.

C. Deductions:

The Board will continue to allow payroll deductions (i.e., annuities). The Board and 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).

Further, the Board and Association mutually agree to the following:

1. All PACE members are eligible for the 403(b) plan,
2. Members will not be assessed any fees by CAPS,
3. Changes which directly affect terms and conditions of employment beyond mandated IRS regulations would be open to bargaining, and
4. The district shall select the third party administrator.

D. Wellness Incentive:

Using the current High School trimester schedule of each school year, a wellness incentive will be offered to any bargaining unit member who has reached an accumulation of fifty (50) or more sick days. Each trimester an eligible member who uses no more than three (3) hours of sick time, will be credited four (4) hours at the member's current rate of pay up to a maximum of twelve (12) hours per year. A one time, off schedule payment for all credited hours will be made to the employee on the 2nd payroll of the month of June. This incentive is to be reviewed annually to evaluate its effectiveness.

E. Longevity Stipend:

A longevity payment shall be paid to employees based on the following years of service to Cadillac Area Public Schools: \$150.00 per annum for any employee commencing their 6th through 9th year of service, \$200.00 per annum for any employee commencing their 10th through 15th year of service, \$250.00 per annum for any employee commencing their 16th through 19th year of service,

and \$300.00 per annum for any employee commencing their 20th or more year of service to be taken as a tax sheltered annuity, or may be taken as wages and be paid in the final payroll of June.

Article 28- Reimbursement

A. Vehicle Usage:

Each employee who uses her/his own vehicle for official school business at the request of the supervisor shall be reimbursed at the I.R.S. rate for each mile driven while conducting such official school business. The employee shall submit a request for reimbursement to Central Office at the end of each semester.

B. Mileage Chart:

The mileage matrix, listed on the business office website, shall be used in determining the number of miles for reimbursement.

C. Meals:

Each employee who is away from the school building during a normal meal period while performing assigned duties, has the option of procuring a meal at School District expense. Requests for reimbursement shall be submitted to the supervisor not later than thirty (30) days after the date on which the expense was incurred. The amount of reimbursement shall be subject to administrative guidelines.

Article 29- Employee Assistance

A. Work Related Incidents:

The Board will render assistance to employees in connection with handling of work related incidents involving law enforcement and/or judicial authorities. If the Board determines that the employee has acted within the scope of written Board policy or has not acted negligently or in violation of the law, legal counsel will be provided if the employee is not otherwise covered by insurance.

B. Administering Medication:

Employees may be required to administer medication to students when the following conditions are met:

1. The parents or legal guardians have given prior written approval for the administration of medication by school personnel;
2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist;
3. Medication is given in the presence of an adult witness;
4. All necessary equipment and supplies are provided.

The employer shall indemnify and save harmless from any liability employees who administer medication to pupils when directed to do so by school supervisory personnel except for an act or omission amounting to gross negligence or willful or wanton misconduct (See Section 1178 of School Code).

C. Employee Safety:

The employer and employee will adhere to the established District Crisis Plan. A representative from the Association served on a committee that helped develop this Crisis Plan and

the Association shall be invited to participate on any future committee that may consider revision of the Crisis Plan.

Article 30- Physical Examinations

If a question arises as to the physical or mental ability of an employee to perform work in the classification or in a classification for which the employee makes application, the Board may require an examination by a physician of the employee's choice. If the Board is not satisfied with such an examination it may require another examination by a physician of the Board's choice. Should a medical question arise from a different opinion given by the two physicians the parties hereto shall choose a third physician who after consulting with the other two physicians shall render an opinion. Such an opinion shall be final and binding on the parties hereto. The expense of the first two physicians shall be borne by the employee's hospitalization and the Board. The expense of the third opinion or examination shall be borne by the Board.

Article 31- Strikes and Lockout

A. Strike:

The Union or any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike as defined by PA379.

B. Lockout:

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

Article 32- Board Rights

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the related activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or other dismissal or demotion; and to promote and transfer (or temporary transfer due to an emergency situation) all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms hereof and in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

Article 33- 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 34- Emergency Financial Manager

If an Emergency Financial Manager is appointed by the State under the Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district Fiscal Accountability Act. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

2017 - 2020

**Pace Appendix A
Wage Scale**

| | Percent Increase | New Hire | One Yr. | Two Yr. | Three Yr. | Four Yr. | Five Yr. | Six Yr. | Ten Yr. Longev. | Sixteen Yr. Longev. | Twenty Yr. Longevity |
|--|-------------------------|-----------------|----------------|----------------|------------------|-----------------|-----------------|----------------|------------------------|----------------------------|-----------------------------|
| PARAPROFESSIONAL | | | | | | | | | | | |
| 2016-2017 - Base Year | | 11.79 | 12.88 | 13.60 | 14.20 | 14.38 | 14.60 | 14.78 | 15.02 | 15.35 | 15.67 |
| 2017-2018 | 2.00% | 11.79 | 12.88 | 13.60 | 14.20 | 14.38 | 14.60 | 14.78 | 15.32 | 15.66 | 15.98 |
| 2018-2019 | 1.00% | 11.79 | 12.88 | 13.60 | 14.20 | 14.38 | 14.60 | 14.78 | 15.47 | 15.81 | 16.14 |
| 2019-2020 | 0.00% | 11.79 | 12.88 | 13.60 | 14.20 | 14.38 | 14.60 | 14.78 | 15.47 | 15.81 | 16.14 |
| LLI PARAPROFESSIONAL | | | | | | | | | | | |
| 2016-2017 - Base Year | | 11.89 | 12.98 | 13.70 | 14.30 | 14.48 | 14.70 | 14.88 | 15.12 | 15.45 | 15.77 |
| 2017-2018 | 2.00% | 11.89 | 12.98 | 13.70 | 14.30 | 14.48 | 14.70 | 14.88 | 15.42 | 15.76 | 16.08 |
| 2018-2019 | 1.00% | 11.89 | 12.98 | 13.70 | 14.30 | 14.48 | 14.70 | 14.88 | 15.57 | 15.91 | 16.24 |
| 2019-2020 | 0.00% | 11.89 | 12.98 | 13.70 | 14.30 | 14.48 | 14.70 | 14.88 | 15.57 | 15.91 | 16.24 |
| ADMINISTRATIVE ASSISTANT 10 MONTH | | | | | | | | | | | |
| 2016-2017 - Base Year | | 12.56 | 13.74 | 14.15 | 14.87 | 15.52 | 15.84 | 16.11 | 16.33 | 16.65 | 16.99 |
| 2017-2018 | 2.00% | 12.56 | 13.74 | 14.15 | 14.87 | 15.52 | 15.84 | 16.11 | 16.66 | 16.98 | 17.33 |
| 2018-2019 | 1.00% | 12.56 | 13.74 | 14.15 | 14.87 | 15.52 | 15.84 | 16.11 | 16.82 | 17.15 | 17.50 |
| 2019-2020 | 0.00% | 12.56 | 13.74 | 14.15 | 14.87 | 15.52 | 15.84 | 16.11 | 16.82 | 17.15 | 17.50 |
| ADMINISTRATIVE ASSISTANT 12 MONTH | | | | | | | | | | | |
| 2016-2017 - Base Year | | 12.84 | 14.11 | 14.67 | 15.23 | 15.82 | 16.12 | 16.35 | 16.57 | 16.92 | 17.22 |
| 2017-2018 | 2.00% | 12.84 | 14.11 | 14.67 | 15.23 | 15.82 | 16.12 | 16.35 | 16.90 | 17.26 | 17.56 |
| 2018-2019 | 1.00% | 12.84 | 14.11 | 14.67 | 15.23 | 15.82 | 16.12 | 16.35 | 17.07 | 17.43 | 17.74 |
| 2019-2020 | 0.00% | 12.84 | 14.11 | 14.67 | 15.23 | 15.82 | 16.12 | 16.35 | 17.07 | 17.43 | 17.74 |

- Year 1 = Step if available or 2.00% on longevity Step
- Year 2 = Step if available or 1.00% on longevity Step
- Year 3 = Step if available or 0.00% on longevity Step

B. - The Board will pay the employer portion of retirement.

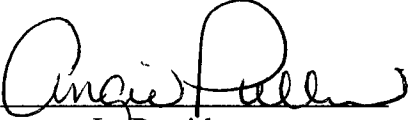
C. - The Association and Board of Education will provide for a reopener each year of this agreement to discuss the impact of insurance and potential changes.

Article 35 - Duration Of This Agreement

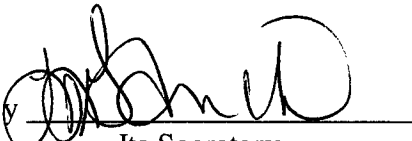
This Agreement shall be effective on August 15, 2017, and shall remain in effect until June 30, 2020. Negotiations between the parties shall begin not later than sixty (60) days prior to the contract expiration date.

In witness whereof the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

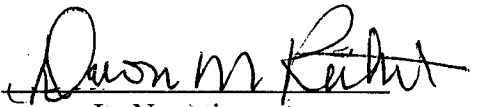
Paraprofessionals and
Administrative Assistants
of Cadillac for the Union:

By 
Its President

Date 8/16/17


By 
Its Secretary

Date 8/23/17

By 
Its Negotiator /Co-President

Date 8/12/17


Cadillac Area Public Schools
for the Board of Education:

By 
Its President

Date 8/14/17

By 
Its Secretary

Date 8/14/17

By 
Its Negotiator

Date 8/14/17