

**AGREEMENT**

**between**

**CASS CITY PUBLIC SCHOOLS**

**and**

**CASS CITY**

**EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

**BUS DRIVERS, COOKS, CUSTODIANS**

**July 1, 2005 - June 30, 2008**

## TABLE OF CONTENTS

### PAGE

PREAMBLE	.....	1
ARTICLE I	PURPOSE .....	1
ARTICLE II	NON-DISCRIMINATION .....	1
ARTICLE III	RECOGNITION .....	1
ARTICLE IV	UNION SECURITY .....	2
ARTICLE V	AGENCY SHOP .....	3
ARTICLE VI	NO STRIKE .....	4
ARTICLE VII	BOARD RIGHTS .....	4
ARTICLE VIII	LENGTH OF SERVICE .....	5
ARTICLE IX	NEW JOBS .....	6
ARTICLE X	LEAVES OF ABSENCE.....	6
ARTICLE XI	GRIEVANCE PROCEDURE.....	10
ARTICLE XII	HOLIDAYS.....	12
ARTICLE XIII	VACATIONS .....	13
ARTICLE XIV	HOURS AND WORK WEEK.....	15
ARTICLE XV	INSURANCE.....	18
ARTICLE XVI	DISCIPLINE AND DISCHARGE .....	18
ARTICLE XVII	VISITATION.....	20
ARTICLE XVIII	WAIVER CLAUSE .....	20
ARTICLE XIX	SAVINGS CLAUSE .....	20
ARTICLE XX	TERMINATION AND MODIFICATION .....	21
APPENDIX A	WAGES, ACT OF GOD, AND VACANCIES AND TRANSFERS .....	23
SUPPLEMENTAL	LETTER A .....	24

## **AGREEMENT**

Entered into this 1st day of July, 2005, between the Board of Education of the Cass City Public School District, hereinafter referred to as the "Board", and the Cass City Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Union".

### **ARTICLE I**

#### **PURPOSE**

The purpose of this Agreement is to set forth wages, hours and working conditions and promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

### **ARTICLE II**

#### **NON-DISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both Parties reaffirm by this Agreement not to discriminate against any person or persons because of race, creed, color, age, sex or national origin.

### **ARTICLE III**

#### **RECOGNITION**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board recognizes the Union as the sole and exclusive bargaining agent for all members of the unit which includes bus drivers, cooks, cook helpers and custodians, but excluding all administrators, supervisors, professional, clerical, students and all other employees. This Agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE IV**

### **UNION SECURITY**

- A. It shall be a condition of employment that all employees of the Board covered by this Agreement:
  - 1. Become members of the Union on or before the thirty-first (31st) calendar day following the beginning of their employment with the board; or
  - 2. Pay to the Union a monthly service charge of a sum equivalent to the monthly dues of the Union on or before the thirty-first (31st) calendar day following the beginning of their employment with the Board.
- B. Employees who elect not to be a member of the Union may comply with this Article by signing an "Authorization for Deduction of Service Charge" form.
- C. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within Section A of this Article. For purposes of this Contract, the Union shall represent employees during the probationary period for all matters other than disciplinary actions for cause.
- D. In the event that the Union refuses to accept any employee hired by the Board as a member, said employee may continue employment for the School District.
- E. Either Party to this Agreement shall have the right to re-open negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under applicable laws by sending written notification to the other Party thirty (30) calendar days from the date of such legal determination.

- F. The Union shall notify the Board regarding any employee who does not comply with the provisions of this Article and within thirty-one (31) calendar days of the receipt of such notice the Board shall terminate the employment of such employee. Such termination shall not be subject to the grievance procedure. The Union shall hold the Board harmless from any financial liability that might result from damages or back pay awarded to any employee who may be terminated in accordance with this Article and who later contests the agency shop provisions of this Article, providing that the Board has notified the Union within seven (7) calendar days of receipt of such a formal written complaint from an employee contesting such discontinuance of employment.

An employee who shall tender or authorize the deduction of membership dues or service fees as required as a condition of employment shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or service fees.

## **ARTICLE V**

### **AGENCY SHOP**

- A. The Board shall have no responsibility for the collection of membership dues and special assessments or any other deductions not in accordance with this provision.
- B. A properly executed authorization form for check-off of dues or the service charge must be received by the Board from the employee for whom the Union membership dues or the service charge is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off or service charge forms have been properly executed and are in effect. Any such forms which are incomplete or in error will be promptly returned to the Union or employee depending upon where it came from for correction.
- C. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted in two (2) equal installments from the first two (2) pays of the month and each month thereafter throughout the term of this Agreement.
- D. Such dues or service fee as deducted shall be forwarded to the Union forthwith, but in no event later than the 15th day of the month following the month in which deductions are made.

- E. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Board or its designated representative of the names of such employees.
- F. The Board shall not be liable to the Union by reason of the requirement of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from wages by employees.

## **ARTICLE VI**

### **NO STRIKE**

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

## **ARTICLE VII**

### **BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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 not limited to, the generality of the foregoing.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms thereof are in conformance with the laws of the Constitution of the United States and the State of Michigan.

- C. The parties agree that this Contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

## **ARTICLE VIII**

### **LENGTH OF SERVICE**

- A. New employees will be considered as probationary employees until they have been employed continuously for a minimum of ninety (90) working days, providing that a new employee shall be considered as a probationary employee until he/she has completed at least sixty (60) working days of the probationary period while school is in session. After completion of the probationary period, the employee will be considered as a regular employee and his/her service will start as of his/her date of hire.
- B. An up-to-date service list shall be made available to each employee covered by this Agreement on or about July 1 of each year and such list shall contain the employee's date of hire and classification.
- C. Service shall be broken for the following reasons:
1. If the employee quits.
  2. If the employee is discharged and the discharge is not modified as the final resolution of a grievance.
  3. If the employee is laid off for a continuous period equal to the service he/she had acquired at the time of such layoff period.
  4. If the employee retires.
- D. In the event of a layoff, employees with the least amount of service within the affected classification shall be laid off first. Employees who are laid off shall retain the service they had acquired at the time of layoff, but shall not accumulate additional service during such layoff.
- E. When employees are recalled to work following a layoff, those employees with the greater length of service in the affected classifications shall be recalled first.

- F. Laid-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- G. Employees shall submit a two week notification of their intent to terminate services with the Board.

## **ARTICLE IX**

### **NEW JOBS**

- A. The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of the job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described, or properly evaluated in an existing job description, specification and classification, the Board has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Board shall establish the job description.
- B. The Board will notify the Union of such new or changed job and will, within thirty (30) days after such new or changed job is established, meet with the Union to negotiate the rate and classification.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

Prior notification must be given by the employee for all leave time provided for in this Article unless extenuating circumstances render it impossible for the employee to notify the Superintendent or his designated representative. In addition, the employee may be required to provide the Superintendent or his/her designated representative with satisfactory evidence, substantiating the necessity of such leave of absence prior to the Superintendent or his/her designated representative approving such leave time or the reimbursement thereof. In no case shall an employee be granted a leave of absence for the purpose of seeking other employment.

**A. Sick Leave**

1. Each full-time custodial employee shall be credited with one (1) sick leave day per month to a total of twelve (12) days per year which shall be accumulative to a maximum of eighty-two (82) days.
2. Each full-time cook, bus driver and cook helper shall be credited with one (1) sick leave day per month to a total of ten (10) days per year which shall be accumulative to a maximum of eighty (80) days.
3. All unused sick leave days in excess of seventy (70) days shall be paid to the employee at the end of June according to the following schedule: (Cook Helpers shall not be eligible for this benefit.)

Custodians	\$16.00 per day
Cooks	\$11.00 per day
Bus Drivers	\$6.00 per run

**Note:** The Board will permit bus drivers to accumulate sick leave on skill center runs.

4. The Board may at any time at its expense require an employee to submit to an examination by an independent physician.
5. Sick leave days earned prior to any approved leave of absence or layoff shall be held in reserve pending the return of the employee from such leave or layoff.
6. Employees who leave employment of the school district except on an approved leave of absence or layoff shall forfeit all of their unused sick leave days and such days shall not be restored if the employee should later be re-employed by the school district.
7. An employee may, upon request, review his/her sick leave accumulation record.

## B. **Emergency Leave**

1. Leave time which shall be deducted from sick leave may be granted at the discretion of the Superintendent for the following reasons:

- (a) **Quarantine**

In case of quarantine because of exposure to contagious disease which could be communicated to other personnel or pupils, the approval of a physician must be presented for the entire period of absence.

- (b) **Illness in the Immediate Family**

Immediate family shall include mother, father, husband, wife, child, step-child or adopted child.

2. Leave time which shall be deducted from sick leave shall be granted for the following reason:

Death in the Immediate Family

A maximum of three (3) days shall be granted an employee for death in the immediate family. Immediate family shall include mother, father, husband, wife, child, step-child, or adopted child, grand children, mother-in-law, and father-in-law. Such three (3) days shall be the two (2) days immediately preceding and the day of the funeral. One (1) day shall be granted to attend the funeral of brother, sister, brother-in-law, sister-in-law, grandparents or any relative living in the employee's home.

## C. **Jury Duty**

1. Each employee shall be entitled to a maximum of twenty (20) working days per year for the purpose of serving jury duty.

2. The employee shall advise the Superintendent when he/she receives notification of jury duty service, and he/she must make every effort to be reassigned to a time not in conflict with his/her regular working hours or be excused from service, and the Board shall have the right to request the employee be excused.
3. In the event the employee does not serve for a full working day on jury duty, he/she shall be required to return to his/her regular job and complete his/her regular assigned hours.
4. The employees shall be reimbursed the difference between jury duty pay and his/her straight time pay for his/her regularly scheduled hours for each day of jury duty service up to a maximum of twenty (20) working days per year as provided in Section 1 above.

**D. Personal Business**

1. Employees, except for Cook Helpers, will be entitled to one (1) day each year for important personal business which requires his/her presence during his/her regular working hours and is of such a nature that it cannot be attended to at another time
2. Those employees, except for Cook Helpers, who have ten (10) years or more of continuous service with the school district shall have one (1) additional day to use for personal business.
3. Such time may not be taken in connection with a holiday or vacation.
4. Such time shall be deducted from the employee's accumulated sick leave.
5. Employees shall not use personal business days for the purpose of:
  - (a) Church, social or recreational activities;
  - (b) Interviewing for employment or other non-Board employment activities.

6. An application for personal business leave containing the reasons for the leave must be submitted to the Superintendent or his/her designated representative in writing at least one (1) week in advance (except in the event of an emergency when a shorter notice may be acceptable).

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this Article, the term "employee" may mean a group of employees having the same grievance.

#### **B. Procedure**

1. An employee having a specific grievance shall present it orally to his/her supervisor.
2. If the grievance is not settled orally, it shall be reduced to writing and presented to the employee's immediate supervisor within ten (10) working days of the act or condition that caused the grievance, specifying the specific provision of the contract that is allegedly violated, the remedy requested and signed by the aggrieved.
3. The immediate supervisor will answer such grievance within five (5) working days from the date it was filed in writing unless extended by mutual agreement in writing.
4. Unless appealed in writing to the next step within five (5) working days, such answer shall be final.

5. If appealed, the grievance shall be presented in writing to the Principal of the building involved or if the subject matter of the grievance pertains to more than one (1) building, it shall be presented to the Superintendent or his/her designated representative.
6. If presented to the Principal, he/she shall answer such grievance in writing within five (5) days from the date of receipt of appeal unless extended by mutual agreement in writing.
7. Unless appealed to the next step within five (5) working days, such answer shall be final and binding.
8. If appealed, the grievance shall be presented in writing to the Superintendent or his/her designated representative who will arrange for a conference with the Grievance Chairperson in an attempt to settle the grievance.
9. Said conference shall be held within ten (10) working days from the date of receipt of appeal and will be scheduled at a time mutually agreed to.
10. The Superintendent or his/her designated representative shall answer such grievance in writing within ten (10) working days from the date of the conference unless extended by mutual agreement in writing.
11. Any appeal of a decision rendered by the Superintendent shall be presented to the Board within five (5) working days and the Board and/or their designated representative shall meet with a Business Representative of the Union at a time mutually agreeable to them. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent or his designated representative was not satisfactory.
12. Said conference shall be held within ten (10) working days from the date of receipt of appeal unless extended by mutual agreement.
13. The Board or its designated representative shall answer such grievance in writing within ten (10)

working days from the date of the conference unless extended by mutual agreement.

14. If in the event a grievance is not satisfactorily settled at the above step, the Union may submit the grievance to arbitration before an impartial arbitrator by notifying the Board in writing within ten (10) working days of the date of the Board's decision.
15. The Arbitrator shall be selected by the American Arbitration Association, in accordance with its rules.
16. The Board and the Union shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
17. Both parties agree to be bound by the award of the Arbitrator.
18. The fees and expenses of the Arbitrator shall be shared equally by both the Board and the Union.
19. Should an employee fail to institute or appeal a decision within the time limits specified, all further proceedings shall be barred. Likewise, the same provisions shall apply to an employee leaving the employ of the Board unless monetary matters are involved.
20. The termination of a probationary employee shall be neither grievable or arbitrable.

## **ARTICLE XII**

### **HOLIDAYS**

- A. Employees shall be paid as hereinafter provided for: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, December 24th, Christmas Day, December 31st, providing they meet the following eligibility rules:
  1. The employee is a permanent employee as of the date of the holiday.



2. When a holiday falls on a Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday, or observe the holiday on another day which is mutually agreeable to the Board and the Union, or pay the employee for the holiday.
3. The employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after such holiday within the employee's scheduled work week except when the employee works on the holiday, or unless the employee is hospitalized.
4. Employees eligible under the above provisions shall receive the following pay for such holidays:

Cooks & Custodians - Regular daily rate.

  - a. Bus Drivers and Cook Helpers shall be paid as hereinafter provided for: New Year's Day, Memorial Day, Labor Day, and Christmas Day, providing they meet the above eligibility rules.
5. An employee who is required to work on any of the above designated holidays shall receive time and one-half (1 ½) for all hours worked on said holiday in addition to his/her regular holiday pay as provided in Section 4 above.

### **ARTICLE XIII**

#### **VACATIONS**

- A. Vacations will be granted to permanent full-time custodial employees subject to the following conditions:
  1. Vacations will be normally taken during the summer months and an employee's vacation schedule must have the approval of the Board or its designated representative. The Board will grant a total of four (4) weeks vacation during the school year to be divided up by the custodial staff and approved in advance by the Administration.
  2. Employees shall not be entitled to take any vacation

until they have completed their probationary period.

3. To be eligible for a full vacation according to the schedule as provided in Section 4 below, an employee must have worked at least eighty (80%) percent of his/her regularly scheduled working hours. Employees who work less than eighty (80%) percent of their regularly scheduled working hours shall receive vacation on a prorata basis.
4. An eligible employee with one (1) or more years of continuous full-time service prior to June 1 shall receive an annual vacation according to the following schedule. He/she shall receive his/her regular daily rate for such vacation days.

<b>Years of Service</b>	<b>Annual Vacation Days</b>
1-7 years	10 days
7 years	11 days
8 years	12 days
9 years	13 days
10 years	14 days
11 years	15 days
12 or more years	16 days
20 or more years	20 days Effective July 1, 1997

5. If an employee is on vacation on any of the holidays provided in this Agreement, he/she shall be entitled to an additional day off with pay for the holiday in connection with his/her vacation or he/she shall receive an additional day's pay for the holiday at the discretion of the Board or its designated representative.
6. An employee who resigns shall receive his/her accumulated prorated vacation providing he/she notifies the Board two (2) weeks prior to terminating his/her employment.
7. Upon the death of an employee, any accumulated

unused vacation days shall be paid to the employee's estate.

#### **ARTICLE XIV**

#### **HOURS AND WORK WEEK**

- A. The regularly scheduled work week shall begin at 12:01 A.M. Monday and end one hundred sixty-eight (168) hours thereafter and shall be normally established in the manner outlined in Supplemental Letter A.
- B. Overtime rates will be paid as follows:
  - 1. Time and one-half (1 ½) will be paid for all hours worked in excess of eight (8) hours in one (1) day and over forty (40) hours in one (1) week, for which overtime has not already been earned. Custodians who elect Schedule A or Schedule B as outlined in Supplemental letter A, shall not receive overtime pay for work in excess of 8 (eight) hours in a day.
    - (a) Hours for which holiday pay is received shall count toward the total of forty (40) hours.
- C. Overtime shall be divided and rotated as equally as possible within the building according to service among those employees who regularly performed such work provided they are qualified to perform such work.

Cooks, excluding Cook Helpers, (but including the supervisor) shall rotate work assignments or extra jobs (banquets, dinners, etc) providing they have been trained in advance on all of the kitchen equipment and are fully qualified to operate such equipment.
- D. Employees who are regularly employed as full-time custodians are entitled to two (2) fifteen (15) minute breaks during their regular working day. Such time to be scheduled by the employee's supervisor.
- E.
  - 1. Custodians who report on days when school has been canceled because of inclement weather shall be permitted to work their regularly scheduled hours.

2. Cooks, except for Cook Helpers, who are not notified and who report on days when school has been canceled because of inclement weather shall be permitted to work four (4) hours.
3. Cooks who are regularly scheduled to work three (3) hours or more, on a daily basis, shall be entitled to work on one (1) teacher in-service day during the school year, at the direction of and with the approval of the head cook.

F. Special provisions applicable to bus drivers only are as follows:

1. Fifteen (\$.15) cents per mile shall be paid for each mile over thirty (30) miles per trip on a regular bus run.
  - (a) Short bus runs of fifteen (15) miles or less shall receive seventy (70%) percent of a regular bus run. Such trips (in town or to Deford) shall have a trip list. To be eligible for such list Bus Drivers must park their bus in the bus compound. If a Bus Driver refuses two (2) consecutive trips he/she shall be removed from such list for the balance of the year.
  - (b) Mileage shall be paid as determined by the actual mileage as of the fourth (4th) Friday of each semester for each regular bus run.
2. (a) The Board shall pay the following rates for extra trips:

	2005-2006	2006-2007	2007-2008
Hourly Rate	\$10.44	\$10.65	\$10.92
Minimum Trip	\$19.42	\$19.81	\$20.31

Overnight trip based on a maximum of fourteen (14) hours. Of course, if a trip is longer than fourteen (14) hours, then a driver will be paid for all hours driven.

- (b) A trip within the city limits shall not be considered as a minimum trip and the high school is considered to be within the city limits.
- (c) Drivers who drive extra trips shall receive a meal allowance of Six (\$6.00) Dollars; providing they start prior to and end after the time periods listed below and providing they furnish a receipt for such meal:

6:00 A.M. to 8:00 A.M.  
 11:00 A.M. to 1:00 P.M.  
 6:00 P.M. to 8:00 P.M.

A driver who begins an extra trip immediately after the completion of his/her regular run and who works during the above time periods shall qualify for a meal allowance.

- (d) Minimum wage per hour shall be paid for all delayed time created by mechanical failure or poor road conditions beginning one (1) hour after the appropriate school administrator has been advised of such delay.
  - (e) Bus drivers shall be provided with an extra trip ticket at least twenty-four (24) hours in advance of departure except for emergencies.
3. A bus driver may submit a preferential list of bus runs he/she desires to the Superintendent. Changes in such lists may be made by the bus driver submitting a new list or by canceling such list. In filling vacancies the Board will take into consideration the length of service of the bus driver who has requested such vacant bus run.
  4. The Board shall pay the following amounts per hour for the Skill Center Run:

2005-2006	\$10.44
2006-2007	\$10.65

2007-2008	\$10.92
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5. Bus drivers may receive free physicals from a doctor selected by the Board. If bus drivers select a doctor of their choice for the physicals, the Board will reimburse the bus drivers up to Twenty-Five (\$25.00) Dollars.
6. Drivers are responsible for washing and fueling buses as needed. Drivers shall be paid \$5.00 per week during the regular thirty-six (36) week school year for these duties. Drivers shall wash their bus at the rate of Six (\$6.00) Dollars per wash when their supervisor directs or gives his approval to do so. (Effective Second Semester of the 2002-2003 school year.)

## ARTICLE XV

### INSURANCE

#### A. **Hospitalization Insurance**

The Board shall pay the full family rate premium for hospitalization insurance for full-time custodians. The Board shall pay the following amounts per month toward the hospitalization insurance premium for full-time cooks (eight (8) hours per day) and full-time bus drivers (two run drivers):

	2005-2006	2006-2007	2007-2008
2 Run Driver	\$180/Month	\$190/Month	\$190/Month
3 Run Driver Cooks, 8 hours per day	\$375/Month	\$400/Month	\$400/Month

#### B. **Dental Insurance**

The Board shall pay the premium for dental insurance for full-time custodians. The Dental Plan will be a 60/60 plan.

- C. The Board shall provide an account of \$125 per year for each full-time employee to be used to reimburse vision expenses. Any

unused portion may be carried over to the following year. Cook Helpers shall not be eligible for this benefit.

## **ARTICLE XVI**

### **DISCIPLINE AND DISCHARGE**

- A. When the Board feels disciplinary action is warranted, such action must be initiated within ten (10) working days from the date of the occurrence of the condition giving rise to the action or within ten (10) working days of the date it is reasonable to assume that the Board became fully aware of the conditions giving rise to the discipline.
  
- B. The Board agrees to submit written notification of any discipline or discharge to a permanent employee upon request within three (3) working days from the date of such disciplinary action. Should said employee consider such discipline or discharge to be improper, the matter may be referred to the Grievance Procedure.
  - 1. The discipline or discharge of any probationary employee shall not be subject to the Grievance Procedure.
  
- C. Rules and regulations shall be adopted by the Board and made available to all Employees. The following rules and regulations as adopted by the Board are currently in effect; however, additional rules or current rules may be adopted or modified periodically as conditions warrant:
  - 1. Unauthorized or excessive absence from work;
  - 2. Commitment or conviction of any criminal act;
  - 3. Conduct unbecoming any employee in the public service;
  - 4. Disorderly or immoral conduct;
  - 5. Failure to make proper provisions for liquidation of just debts;
  - 6. Incompetency or inefficiency;
  - 7. Insubordination;
  - 8. Bringing intoxicants or narcotics into or consuming

intoxicants or narcotics on any school property, or reporting for work under the influence of intoxicating liquor or narcotics in any degree whatsoever;

9. Neglect of duty;
  10. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment;
  11. Violation of any lawful regulation or order made by the Board or its designated representative;
  12. Willful violation of any provisions of this Agreement;
  13. Deliberate falsification of records and reports.
- D. All dismissals and suspensions shall be without pay and no suspension shall be effective for a period of more than ten (10) days without the approval of the Board or its designated representative.

## **ARTICLE XVII**

### **VISITATION**

After presentation of proper credentials to the Superintendent or his/her designated representative, officers or accredited representatives employed full-time by the Union may be admitted into the buildings of the school system to assist in the administration of the provisions of this Agreement, including the adjustment of grievances, provided that such activities are not in areas which would be detrimental to the management function of the school, its students or its employees.

## **ARTICLE XVIII**

### **WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or

both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Board unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

#### **ARTICLE XIX** **SAVINGS CLAUSE**

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 conditions and provisions shall continue in full force and effect and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision or application.

#### **ARTICLE XX** **TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until 11:50 P.M., June 30, 2008.
- B. If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying and changing any of the other terms of this Agreement.

- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Cass City Educational Support Personnel Association, C/O Michigan Educational Association, 4455-1 Doerr Road, Cass City, Michigan 48726, and if to the Board addressed to Cass City Public Schools, 4868 North Seeger Street, Cass City, Michigan 48726, or to any other such address the Union or the Board may make available to each other.
  
- E. The effective date of this Agreement is July 1, 2005.

**IN WITNESS WHEREOF:** the parties hereto have caused this instrument to be executed.

**Cass City Public Schools**

**Cass City  
Educational Support Personnel**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

## **APPENDIX "A"**

The Board shall pay the following rates of pay:

Unit	2005-2006	2006-2007	2007-2008
Bus Driver	\$3,944/run	\$4,023/run	\$4,124
Cook	\$10.44	\$10.65	\$10.92
Cook Helpers	\$7.64	\$7.79	\$7.98
Custodian	\$14.04	\$14.32	\$14.68

## **ACT OF GOD**

Effective beginning the 1986-87 contract year: It is the intention of the Board and the Union to comply with all of the requirements in regard to the make up of Act of God days. Employees who do not work on such days will not be paid. If employees are scheduled to work on a different day to make up such days, they shall be paid for that day. In the event the law is repealed, the Board will revert back to the old language.

## **VACANCIES AND TRANSFERS**

- A. The Board shall post all bargaining unit vacancies in each building of the school district, including the bus garage and the high school kitchen, for a period of five (5) working days.
- B. Employees interested in the posted vacancy shall notify the Superintendent's office by the end of the five (5) working day posting period.
- C. The position shall be filled from among those persons applying. Length of service shall be considered along with the person's qualifications. If the person with the greatest length of service does not receive the position and has equal qualifications to the person assigned the position, he/she may grieve under the terms of Article XI, Grievance Procedure. The person assigned to the position shall be granted up to a thirty (30) calendar day probationary period to determine if he/she is qualified to perform the duties of the position.
- D. The position shall be filled within one (1) pay period of the date of the completion of the posting period.

## SUPPLEMENTAL LETTER A

Mr. John Folsom  
Michigan Education Association  
4455-1 Doerr Road  
Cass City, MI 48726

Dear Mr. Folsom:

This will confirm the Agreement entered into between the Cass City Public School District and the Cass City ESP concerning the normal work week schedule for those full-time custodial employees covered by the collective bargaining agreement entered into by the above parties, effective July 1, 2005 through June 30, 2008.

Employees shall be allowed to report to the day shift the first working day after students are dismissed for the summer but must remain on the School Year work schedule through the last working day of that payroll period. The following summer hours will then become effective through the last working day of the last complete payroll period before the first student day of the new school year. Custodians will be allowed to work the day shift up until the day prior to students return for the regular school year.

Summer hours starting times will normally be 6:00 a.m. or 6:30 a.m. with any changes made by mutual agreement between the employees in a building and their supervisor.

### SUMMER HOURS

	<b>M</b>	<b>T</b>	<b>W</b>	<b>TH</b>	<b>F</b>	<b>S</b>	<b>TOTAL</b>
A:	10	10	10	10			40
B:		10	10	10	10		40
C:	8	8	8	8	8		40

### SCHOOL YEAR HOURS

A:	8	8	8	8	8		40
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It is understood that the Board has the prerogative of revising the above daily hour schedule of any employee during those weeks involved in holidays in accordance with the provisions of Article XII of this Agreement.

Sincerely,

Alan Luce  
Personnel Consultant for  
Cass City Public School District

## LETTER OF UNDERSTANDING

It is hereby agreed and understood between the Cass City Public School District and the Cass City Educational Support Personnel Association as follows:

1. Effective July 1, 2002, those employees, except for Cook Helpers, who use the personal day provided for in Article X, Paragraph D.2., shall not have such day charged against their accumulated sick leave.
  
2. The provisions of this Letter of Understanding shall expire on June 30, 2008.

Cass City Public Schools

Cass City Educational Support  
Personnel Association

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