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**MASTER AGREEMENT BETWEEN CADILLAC AREA PUBLIC SCHOOLS**

**AND**

**MICHIGAN EDUCATION ASSOCIATION, NEA**

**CADILLAC EDUCATIONAL SUPPORT PERSONNEL, MEA/NEA**

**JULY 1, 1988 - JUNE 30, 1991**

*Cadillac Area Public Schools*

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PREAMBLE

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

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

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

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

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

## AGREEMENT

This agreement is entered into this July 1, 1988, by and between the Board of Education of the Cadillac Area Public Schools, hereinafter referred to as the "Board", and the Michigan Education Association, NEA, for itself, and on behalf of its affiliate, Cadillac Educational Support Personnel, 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 exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this agreement, of all employees in the departments of Maintenance, Custodial, General Labor, Food Service, and Transportation, (hereinafter referred to as "employee(s)"), excluding mechanics and supervisory employees.

B. New Position:

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

C. Nondiscrimination:

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



## ARTICLE 2 - UNION SECURITY

### A. Condition of Employment:

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

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

OR

b. Pay a representation benefit fee to the Union pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Union's administrative procedures adopted pursuant to that policy. The representation benefit fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Union or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained in paragraph 3 and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the representation benefit fee from the bargaining unit member's wages and remit same to the Association.

In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the employer, at the request

of the Union, shall terminate the employment of such bargaining unit member upon completion of the procedures contained in paragraph 3. a. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

OR

c. If contribution to a Union violates a bargaining unit member's religious convictions, the representation fee shall be paid into a fund administered by the Union and used exclusively for a Union Flower Fund. In order to invoke the provisions of this paragraph it shall be necessary to file with the superintendent's office a written statement declaring that the payment of the representation fee to the Union violates the bargaining unit member's religious convictions.

2. The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy (a copy of which shall be provided each nonunion bargaining unit member by the Union), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion bargaining unit members. The remedies set forth in such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or to any other administrative or judicial procedure.
3. The Union, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7), shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail

the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.

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

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

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

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

### ARTICLE 3 - CHECKOFF OF UNION DUES AND REPRESENTATION FEES

#### A. Dues Checkoff:

The checkoff for periodic dues, representation fees, and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Union dues, service fees and assessments as designated to the Board by the Union shall be deducted by the Board and remitted promptly (within ten (10) days) to the Local Union Treasurer. Any employee that either works or is paid for forty (40) hours during the calendar month must pay Union dues or fees as described above.

#### B. Transmittal of Deductions:

The Board further agrees to forward a list of all bargaining unit employees showing new hires and terminations simultaneously with the aforementioned deductions. The Board agrees to provide to the Treasurer of the Local Union two copies each month.

The Board will continue to deduct dues, service fees, and assessments at the rate in effect, until officially notified of a change as provided below.

The sole authorized representative of the Union, for the

purpose of certifying the amount of any change in monthly dues, service fees, or assessments to be deducted by the Board, shall be the Local Union Treasurer.

C. Eligibility:

Any employee that either works or is paid for forty (40) hours during the calendar month must pay Union dues or representation fees as described above.

D. Refunds:

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

E. Authorization Card Dispute:

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

F. Revocation Form:

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

#### ARTICLE 4 - UNION REPRESENTATION

A. Union Representatives:

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

B. Grievance Committee:

The Local Union shall elect or select one (1) steward from each department to represent those employees in that department.

C. Processing Grievances:

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

D. Union Activities:

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

E. Bulletin Boards:

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

F. Bargaining/Wages:

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

## ARTICLE 5 - SPECIAL CONFERENCES

### A. Scheduling:

Special conferences will be scheduled between the Local Union president and the Board, or its designated representative, upon the request of either party. Arrangements for special conferences shall be made in advance, and the agenda of the matters to be taken up at the meeting shall be announced at the time the conference is requested. Conferences shall be held at a time mutually agreed upon. Members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by designated representatives of the Local Union and/or a representative of the International Union.

### B. Building Use:

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

### C. Communication:

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

## ARTICLE 6 - GRIEVANCE PROCEDURE

### A. Definitions:

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

B. Grievance Form:

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

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

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

C. Procedure:

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



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

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

Step 4: If the decision of the Superintendent of Schools is not satisfactory to the Union, the grievance may be submitted to arbitration by written notice given by the Union representative to the Superintendent within ten (10) days after the receipt of the Superintendent's answer. If the Superintendent and the Union Representative cannot agree upon an arbitrator, the matter will be submitted to the American Arbitration Association for settlement under their rules. The power of the arbitrator shall be limited to the

interpretation of application of the express terms of this Agreement and he/she shall have no power to alter, add to, or subtract from, the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties involved. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

D. Time Limits:

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

E. Multiple Grievances:

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

F. Disclosure:

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

G. Claims for Back Wages:

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

ARTICLE 7 - DISCHARGE AND DISCIPLINE

A. Just Cause:

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

B. Representation:

An employee shall be entitled to have present a representative for any disciplinary matter. At the request of the employee, the employer shall provide to the Union copies of any written document(s) relating to the discharge or discipline.

C. Due Process and Progressive Discipline:

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

1. A. Discussion of problem with employee
- B. Verbal warning to employee
- C. Written warning included in personnel file
- D. Suspension with pay
- E. Suspension without pay
- F. Dismissal
2. Fair and impartial investigatory hearing
3. That the discipline imposed shall be appropriate to the severity of the offense.

D. Discharge:

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

E. Hearing:

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

F. Written Documents and Meeting:

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

G. Appeal:

Should the employee consider the discharge or suspension to be improper, a grievance may be submitted by the employee in

writing at Level 2 of Article 6 within five (5) working days following the action.

H. Use of Past Record:

In imposing any discipline on a current charge the Board will not take into account any prior disciplinary action which occurred more than three (3) years previously.

**ARTICLE 8 - PROBATIONARY PERIOD**

- A. The probationary period for each new employee shall be sixty (60) working days of employment for that employee.
- B. Any employee working within the probationary period may be disciplined and/or discharged by the Board for any reason at any time. A discharged probationary employee who is rehired within 120 days of discharge shall have seniority from the first date of hire.

**ARTICLE 9 - SENIORITY**

A. Definition:

The word "seniority" means service in the employ of the Board, from the last date of hire (date the employee reports to work) in any position represented by the Union.

B. Probationary Employees:

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

C. Seniority Lists:

1. The seniority list for the bargaining unit will show the name, hire date, job title, and department in which the employee most frequently works.

The departments will be as follows:

Building Maintenance  
Custodial  
Food Service  
Transportation  
Auditorium

2. The Board 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 Local Union president with a copy at each time the lists are posted. The Board will notify the Local Union president in writing of any changes within the seniority list between dates of posting.

D. Similar Seniority Dates:

1. If two or more employees have the same seniority date, the employee with the last name beginning with the letter closest to the beginning of the alphabet shall be the most senior employee.
2. Employees hired after July 1, 1985, having the same seniority date, shall have their seniority preference determined by a random drawing by the Board and Union.

E. Loss of Seniority:

Seniority shall be lost for any of the following reasons:

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

## ARTICLE 10 - MODIFICATION OF AGREEMENT

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

## ARTICLE 11 - LAYOFF AND RECALL

A. Definition:

The definition of the word "layoff" means a reduction in the number of bargaining unit employees employed by the Board for any reason, with recall rights.

B. Layoff Procedure:

In the event a reduction in work force requires the layoff of employees within any department, the following procedure will be used:

1. Probationary employees employed in the departments where layoffs occur shall be the first to be laid off.
2. Non-probationary employees within the departments where layoffs occur shall be laid off from the department according to seniority, i.e., the least senior employee within the department shall be laid off first.
3. Employees to be laid off will receive at least seven (7) calendar days notice.

C. Trial Period:

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

D. Recall Procedure:

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

1. The Board shall not be required to recall any probationary employee who was laid off.
2. All employees displaced from a department shall be recalled to their department as job reopenings occur.

All employees shall be required to return to their job when seniority permits.

3. As job reopenings occur within the bargaining unit, employees on layoff shall be recalled in line of seniority provided they have the ability to do the job.

E. Notice:

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

**ARTICLE 12 - TRANSFERS OUT OF BARGAINING UNIT**

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

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

**ARTICLE 13 - FILLING PERMANENT JOB VACANCIES**

A. Posting:

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



only, and shall not limit the scope of duties thereafter assigned to the employee assigned to the job. Within three (3) working days after the posting has ended, the successful employee receiving the bid shall be notified. The successful employee shall assume the duties of the new position on a mutually agreeable date. This is to apply to all departments. bargaining unit members, on vacation or extended leave, may leave stamped self addressed envelopes with the Business Office if they wish to be notified of postings.

B. Assignment:

The senior employee, within the department first, and then district wide second, who bids for the position and who meets the posted minimum requirements, who possesses necessary skills and experience, and displays overall ability as judged from interviews, shall be granted a four (4) 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 employee shall have the right during the trial period to return to his/her original position on a mutually agreeable date. 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. All school buses transporting students shall be driven by a bus driver except for physical education classes and practice athletic events. Varsity athletic drivers may be selected by the supervisor.

C. Disagreement:

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

D. Rate of Pay:

During the trial period, the employee will receive the rate for the classification of the position he/she is performing.

E. Exception:

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

**ARTICLE 14 - FILLING TEMPORARY VACANCIES**

A. Posting:

Temporary vacancy will be posted if the vacancy is expected to extend beyond six (6) weeks. The posting will indicate the department, shift, wage scale, and the supervisor to whom application should be made.

B. Assignment:

The senior employee within the department first, and then district wide second, who bids for the position, who meets the posted minimum skill and experience, shall be assigned to fill the temporary vacancy.

C. Disagreement:

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

**ARTICLE 15 - LEAVES WITHOUT PAY**

A. Leaves:

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

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

Leaves may be extended by mutual agreement.

B. Union Business:

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

C. Application for Leave of Absence:

An application requesting a leave of absence must be submitted to the Superintendent no later than three (3) weeks prior to the time the leave is to commence, provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. The Superintendent will process the leave of absence request within one (1) week after receipt. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

D. Returning from Leave:

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

**ARTICLE 16 - LEAVE FOR UNION BUSINESS**

Members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences or conventions.

**ARTICLE 17 - LEAVE WITH PAY**

A. Sick Leave:

1. Accumulation: Each employee shall be granted one (1) day

for each month of employment for sick leave, not to exceed twelve (12) days per year. A month shall be defined for the purposes of this Article as any calendar month in which the employee is paid for more than eleven (11) days.

2. Sick Pay:

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

3. Sick Bank:

All employees in the bargaining unit shall assign one (1) day to the sick leave bank each time the bank is reduced to twenty-one (21) days. An employee may obtain days from the bank provided he/she is on an extended sick leave in excess of twenty-one (21) days, and further, provided he/she has exhausted all accumulated sick days. A committee of six (6) members, three (3) Union representatives and three (3) Board representatives, will meet to decide each request individually. A simple majority will rule. A member may not use the sick bank more than one (1) time without having returned to work for a period of ninety (90) days, unless a variance is made by a majority of the bargaining unit members.

B. Personal Business:

Two (2) days may be used by each employee per year (July 1 to June 30) for personal business. Such leave must be approved in advance by the supervisor, except for emergencies. Such leave may not be used in conjunction with vacation or holidays unless an acceptable reason is provided. Such leave must be used for business that can only be conducted during normal working hours, and shall not be used for other employment or recreation.

C. Court Appearance:

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

D. Funeral leave:

1. An employee shall be allowed up to four (4) working days, 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, nephews, or other members of the employee's household.

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

E. Accumulation Benefit:

1. An employee who retires under the Michigan Public School Employees Retirement System will be paid fifty (50%) percent of their accumulated sick days at their current rate of pay. An employee who does not retire, but leaves the employ of the Board after ten (10) years of continuous service shall receive thirty-five (35%) percent of the accumulated sick days at their current rate of pay. An employee who leaves the employ of the Board after five (5) years of continuous service shall receive twenty (20%) percent of accumulated sick days at their current rate of pay.

2. Beginning with the 1988-89 contract year all sick leave totals over 90 days will be frozen except for those who plan to retire during the 1988-89 contract year. Any employee who as of July 1, 1988 has an accumulation total

in excess of 90 days will have the option of freezing their total accumulated days, or request the Board to purchase a tax deferred annuity (A+ rated) equivalent to forty (40%) percent of the total days in excess of 90 days at their current rate of pay. Qualified bargaining unit members must select their option prior to October 1, 1988.

3. Beginning July 1, 1989 and each July 1st thereafter bargaining unit members that accumulate days in excess of 90 days or their frozen accumulation total above 90 days will have their excess days purchased by the Board at the rate of forty (40%) percent of their current rate of pay and invested in a tax deferred annuity (A+ rated).

F. Death of Employee:

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

**ARTICLE 18 - WORKING HOURS**

A. Hours:

There is hereby recognized a normal eight (8) hour working day, forty (40) hour week, the time to be established by the supervisor or principal. The eight (8) hour work day will be consecutive hours. However, if it is necessary to deviate from this pattern, the starting and stopping time of the shift will be established after a full and complete discussion with the Local Union Committee. In the event the Local Union Executive Board is not satisfied with either the need for such change or the hours established, the matter shall be subject to the grievance procedure.

B. Minimum Reporting Allowance:

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

C. Rest and Lunch Periods:

All employees working shifts consisting of over six (6) hours may take a fifteen (15) minute rest period in the first half and the second half of their shift. All employees working shifts consisting of less than six (6) hours, but more than

four (4) hours, may take one rest period of fifteen (15) minutes at or near the midpoint of their shift. Each employee working over six (6) hours daily shall take at least a thirty (30) minute lunch period, except cooks and bus drivers.

D. Schedule Changes:

Employees will be subject to transfer or change of schedule once yearly at the beginning of each school year and no later than October 1st. In lieu of this section there will be no indiscriminate changes of employees' daily schedule. Employees shall be able to work when the work is available.

E. 190 Day Employees:

Bus Drivers, Cafeteria Workers, and Cafeteria Cooks in charge will be paid on the basis of 190 days.

#### ARTICLE 19 - OVERTIME

A. Rate of Pay:

Time and one-half shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. Holidays, vacation days, and other paid leave days shall be considered days worked for purposes of overtime computation. Time and one-half shall be paid for all hours worked on holidays that are defined in this agreement, in addition to holiday pay. Any time food service employees work on Saturdays or Sundays, they will receive time and one-half.

B. Minimum Call In:

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

C. Special Bus Trips:

All special trips for bus drivers shall normally be posted three (3) working days in advance. All interested drivers shall sign their names for the special trip(s), before the expiration date shown on the posting. Special trip assignments shall be made by seniority. A bus driver may not

receive more than one trip assignment on any given day unless no other drivers have made bids for trips on that day. If the extra trip and daily driving time exceeds ten (10) hours driving, that driver may be excluded from driving the extra trip. No full time custodian, maintenance person, mechanic, or supervisor will be employed in a dual capacity as a bus driver except on an emergency basis.

D. Emergencies:

Employees called in on an emergency shall not be paid less than two (2) hours overtime pay at one and one-half (1-1/2) of hourly rate of base pay. Employees shall remain for as long as deemed necessary by building administrator or employee supervisor. If employee is required to remain beyond four (4) hour period he shall receive two (2) times his regular base rate for every exceeding hour.

ARTICLE 20 - HOLIDAYS

A. General Condition:

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

B. Eligibility for Holiday Pay:

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

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

The opening day of deer season shall be considered a holiday if it falls on a work day and school is closed on that day.



C. Substitutes:

Employees who are working as subs are to receive the following holidays: Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve providing they have worked for fifteen (15) consecutive days prior to the holiday.

**ARTICLE 21 - VACATION**

A. General Conditions:

1. Vacation time is earned and computed on an anniversary date basis.
2. Vacation earned during any given employee's employment year must be taken during and before the end of the employee's following employment year.
3. A vacation may not be waived by an employee and extra pay will not be paid for work during that period.
4. Arrangements for vacation must be made in advance with, and approved by the employee's supervisor. If more employees request a certain vacation period than can be spared at that time, preference of time shall be given to the employee with the longest period of service in the school district.
5. When a holiday, as defined in this Agreement, is observed during a scheduled vacation, vacation may be extended one day continuous with the vacation, or vacation will not be charged for the holiday.
6. If an employee becomes ill and is under the care of a duly licensed physician during the vacation, the remainder of the vacation may be rescheduled.

B. Computation:

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

One (1) year experience.....	One (1) week
Two (2) to six (6) years.....	Two (2) weeks
Seven (7) to eleven (11).....	Three (3) weeks
Twelve (12) years and over.....	Four (4) weeks

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

C. Pay for Earned Vacation:

If an employee retires, or terminates employment for any purpose, the employee will receive pay for any unused vacation credit including that accrued in the current calendar year. If an employee is laid off, the employee may elect to receive pay for any unused vacation credit, including that accrued in the current calendar year.

**ARTICLE 22 - RATES FOR NEW JOBS**

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

**ARTICLE 23 - HEALTH INSURANCE**

- A. The insurance described herein is for those not covered by health insurance elsewhere (i.e., through a spouse).
- B. 1. In the 1988-89 contract year the Board will provide to full time employees (six) (6) hours daily or more) Blue Cross-Blue Shield Master Medical Option IV \$50/100 deductible 90/10 co-pay with Pre-100 rider (Predetermination) and Prescription Drug Program, fifty (\$.50) cents co-pay.

2. In the 1989-90 contract year, if the above mentioned insurance program full family premium exceeds \$320/month the subscribers shall meet and vote on one or more of the following options to keep the Board contribution from exceeding the maximum:
    - a. Subscribers pay the difference,
    - b. Increase Prescription Drug co-pay from fifty (\$.50) cents to \$ 3.00,
    - c. Increase deductible from \$50/100 to \$150/300 deductible
    - d. Or select a change in another rider option mutually agreeable to the board and subscribers.
  3. In the 1990-91 contract year, if the above mentioned insurance program full family premium exceeds \$365/month the subscribers shall have the same options as provided for in the 1989-90 contract year. If any of the options made in the previous contract year can be reinstated within the limits of the cap they will be.
- C. Employees employed part time (three (3) hours daily or more but less than six (6) hours daily) shall be entitled to a pro-rata of the monthly premium based on a seven and one-half (7.5) hour day (e.g., 5 hrs.-30 min. = 73%). These employees shall be entitled to a minimum of one-half (1/2) of the monthly premium for the Blue Cross-Blue Shield described above.
- D. Enrollment:
1. New employees who are eligible for health care benefits may be enrolled on the first day of the month following the month in which the employee is hire.
  2. Current employees who are eligible for health care benefits may be enrolled on the first day of the month following the month in which they became eligible (i.e., due to increase in scheduled hours). Current employees also may be enrolled during any open enrollment period which is declared by the employer.

E. Termination:

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

**ARTICLE 24 - DENTAL INSURANCE**

- A. The Board shall provide to twelve (12) month full time (six (6) hours daily or more) employees Delta Dental Plan A (75%/50%) with Class III rider 0-2 (50%/\$750) or MASB-SET no deductible if comparable premium.
- B. The Board shall provide to school term full time (six (6) hours daily or more) employees Delta Dental Plan C (50%/50%) with Class III rider 0-1 (50%/\$500) or MASB-SET no deductible if comparable premium.
- C. The Board shall provide to school term employees (three (3) hours daily or more, but less than six (6) hours daily) Delta Dental Plan (Class I 60%).

D. Enrollment:

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

E. Termination:

The Dental Insurance Benefit will terminate 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.

**ARTICLE 25 - LIFE INSURANCE**

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

### ARTICLE 26 - VISION INSURANCE

The Board shall provide to all bargaining unit members Blue Cross Three Star Vision or its equivalent when and if the bargaining unit members reduce the use of sick days and personal days to an average of 4.3 days per member per year. Bargaining unit members using more than fifteen (15) days due to serious illness and/or disability shall not be included in calculating the average. Determination for qualification of this benefit will be made from July 1, 1988 through June 30, 1989 and subsequent fiscal years during the life of this Agreement. Furthermore, it is agreed that once the bargaining unit qualifies for vision insurance, its members will continue to have the insurance.

### ARTICLE 27 - LONG TERM DISABILITY INSURANCE

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

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

### ARTICLE 28 - WAGES

#### A. Wage Scale:

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

#### B. Wage Payments:

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

#### C. Re-employment:

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

D. Snow Plowing:

Snow plowing shall pay one and one-half (1-1/2) per hour after eight (8) hour day for forty (40) hour week period, based on the highest contractual rate. Snow plowing during the employee's normal shift will be paid at the highest contractual rate. The job will be bid on seniority in the Maintenance Department for the season, see Article 13, Section B.

E. Temporary Assignment:

Employees temporarily Transferred to a higher hourly rated position for a temporary period of time for an emergency or for vacation relief, sickness, etc., shall receive the higher pay rate. An employee temporarily transferred to a lower hourly rated position for the convenience of the employer shall receive his/her regular rate.

**ARTICLE 29 - REIMBURSEMENT**

A. Vehicle Usage:

Each employee who uses his/her own vehicle for official school business at the request of the supervisor shall be reimbursed at twenty (\$.20) cents for each mile driven while conducting such official school business. The employee shall submit a request for reimbursement to the supervisor not later than thirty (30) days after the date on which the expense was incurred.

B. Meals:

Each employee who is away from the school building during a normal meal period while performing his/her assigned duties shall receive a meal allowance of four (\$4.00) dollars upon submission of a receipt for the meal.

C. Licenses:

Each employee who requires a license or certification to perform the duties of his/her position shall be reimbursed for the cost of the license or certificate.

D. Classes:

The Board will pay the cost of registration in classes

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

#### ARTICLE 30 - STUDENTS

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

#### ARTICLE 31 - PHYSICAL ABILITY

##### A. Physical Examinations:

1. All personnel, at their expense, shall show proof of freedom from active tuberculosis within fourteen (14) days of starting employment, and shall continue to do so annually, or less frequently, as required by the employer.
2. The Board reserves the right to require that an employee submit to a physical and/or psychological examination by qualified person(s), in which case the Board is entitled to all relevant information. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Board. The Board shall bear the full cost of required examinations.
3. Transportation employees shall submit to a physical examination annually as required by the employer. The Board shall bear the cost.

##### B. Disability:

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

## ARTICLE 32 - STRIKES AND LOCKOUTS

### A. No Strike:

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

### B. Lockout:

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

## ARTICLE 33 - BOARD RIGHTS

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

## ARTICLE 34 - NOTICES

Notices shall be sent by certified or registered mail and if by the Union, be sent to the Cadillac Area Public Schools, 115 South Street, Cadillac, Michigan 49601; and if by the Employer, shall be sent to the MEA Uniserv Office, at 101 East Harris Street, Cadillac, Michigan 49601.

## ARTICLE 35 - SUBCONTRACTING

It is agreed between the Union and the Board that during the life of this Agreement the Board will continue to utilize bargaining unit employees in the departments of Maintenance, Custodial, General Labor, Food Service, and Transportation. It is further understood that layoffs may occur within the framework of the existing contract, but that the Board shall not during the life of the contract subcontract work that is normally performed by the above department if bargaining unit members apply.



ARTICLE 36 - TERM

This Agreement shall be effective as of July 1, 1988, and shall continue in effect through June 30, 1991, and shall continue in effect for annual periods thereafter unless either party notifies the other party in writing not less than sixty (60) days prior to any annual expiration date of a desire to modify or terminate the Agreement. In the event of such notice, negotiations shall begin within fifteen (15) days after receipt of notification.

FOR THE BOARD OF EDUCATION  
CADILLAC AREA PUBLIC SCHOOLS

BY: Craig J. Wadner  
ITS PRESIDENT

BY: Douglas H. Lape  
ITS NEGOTIATOR

FOR THE UNION

BY: Jane LePage  
ITS PRESIDENT

BY: Roger Hopkins  
ITS NEGOTIATOR

#####

**APPENDIX A - SUPPORT STAFF WAGES**

	<u>NEW HIRE</u>	<u>SIX MONTHS</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>	<u>THREE YEARS</u>	<u>FOUR YEARS</u>	<u>ELEVEN YEARS</u>
<b><u>FOOD SERVICE</u></b>							
1988-89	\$6.25	\$6.56	\$6.84	\$7.12	\$7.36	\$7.73	\$8.13
1989-90	\$6.76	\$7.09	\$7.38	\$7.67	\$7.92	\$8.31	\$8.76
1990-91	\$7.26	\$7.61	\$7.91	\$8.22	\$8.48	\$8.88	\$9.33
<b><u>COOKS IN CHARGE</u></b>							
1988-89	\$6.68	\$6.92	\$7.01	\$7.59	\$7.85	\$8.40	\$8.80
1989-90	\$7.21	\$7.46	\$7.56	\$8.16	\$8.43	\$9.01	\$9.46
1990-91	\$7.73	\$8.00	\$8.10	\$8.73	\$9.01	\$9.62	\$10.07
<b><u>BUS DRIVERS-ROUTES</u></b>							
1988-89	\$7.70	\$7.96	\$8.20	\$8.44	\$8.68	\$8.92	\$9.32
1989-90	\$8.05	\$8.32	\$8.57	\$8.82	\$9.07	\$9.32	\$9.77
1990-91	\$8.41	\$8.69	\$8.96	\$9.22	\$9.48	\$9.74	\$10.19
<b><u>BUS DRIVERS-TRIPS</u></b>							
1988-89	\$6.75	\$6.88	\$7.00	\$7.12	\$7.24	\$7.36	\$7.76
1989-90	\$7.06	\$7.20	\$7.32	\$7.45	\$7.57	\$7.70	\$8.15
1990-91	\$7.39	\$7.53	\$7.66	\$7.79	\$7.92	\$8.05	\$8.50
<b><u>CUSTODIAL</u></b>							
1988-89	\$7.59	\$7.85	\$8.13	\$8.36	\$8.60	\$8.81	\$9.21
1989-90	\$7.93	\$8.20	\$8.50	\$8.74	\$8.99	\$9.21	\$9.66
1990-91	\$8.29	\$8.57	\$8.88	\$9.13	\$9.39	\$9.62	\$10.07
<b><u>CUSTODIAL IN CHARGE</u></b>							
1988-89	\$7.76	\$8.07	\$8.32	\$8.52	\$8.95	\$9.01	\$9.41
1989-90	\$8.11	\$8.43	\$8.69	\$8.90	\$9.35	\$9.42	\$9.87
1990-91	\$8.47	\$8.81	\$9.08	\$9.30	\$9.77	\$9.84	\$10.29
<b><u>MAINTENANCE</u></b>							
1988-89	\$8.03	\$8.33	\$8.54	\$8.78	\$9.03	\$9.27	\$9.67
1989-90	\$8.39	\$8.70	\$8.92	\$9.18	\$9.44	\$9.69	\$10.14
1990-91	\$8.77	\$9.09	\$9.32	\$9.59	\$9.86	\$10.13	\$10.58

**SHIFT PREMIUM:** Second Shift - \$.15 per hour additional pay.  
 Third Shift - \$.25 per hour additional pay.

**RETIREMENT:** The Board will pay 5% retirement.

**SUMMER HELP:** Summer help (Transportation and Food Service Staff) will receive same rates as new hire custodians.

**SNOW DAYS:** Employees will be paid for the first three (3) snow days. Employees, if called in, are expected to report for duty and shall receive double pay.

## AGREEMENT OF UNDERSTANDING - AUDITORIUM TECHNICIAN

Beginning with the 1988-89 contract a new classification shall be created. The classification shall be called auditorium technician (operator). This classification shall be part-time duty which may be performed by an member of the Union provided he/she has completed training provided by the district.

Beginning with the 1988-89 contract year the Board shall create six (6) part-time positions in this classification and post them September 1st of each year. Each position shall be for a specific approximate two month period. These positions will be filled on the basis of total seniority in the bargaining unit. The employee with the highest seniority shall have first choice of positions and the employee with the second highest seniority shall have second choice of positions, and so forth. It is understood that if less than six (6) employees apply for the posted positions, the above choice cycle will be repeated until all positions are filled.

Seniority in this classification shall accrue as of the filling of the above posting and it shall be eventually the criteria for filling positions. In cases of equal seniority in this classification, the employee with the highest seniority in the bargaining unit shall be considered to have the most seniority.

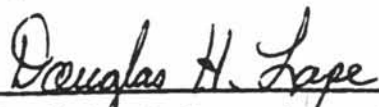
The Board shall post these six (6) positions each year and fill them following the aforementioned procedure.

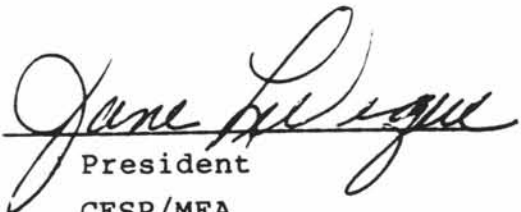
It is understood that the employee is expected to be available for auditorium duty during his/her work period. If an employee is unable to work the during his/her assigned period other staff within the classification will be requested on a seniority basis recognizing that the highest seniority employee in this classification will be asked first.

The Board may use substitute custodians to perform this duty to help keep overtime costs to a minimum. It will not be the intent to mix personnel on a production such as the Spring Musical.

High School, Middle School, and substitute custodians will be expected to receive training in the auditorium so that routine functions can be run in the auditorium during a regular school day without bringing in an auditorium technician for that specific responsibility. Rate of pay for this classification will be the same as the rate of pay that the employee is being paid in his/her regular posted job classification. It is understood that normal custodian functions might not be accomplished in a normal shift because of this extra duty and overtime pay will not be paid unless approved in advance by the Supervisor of Custodians.

An employee's two month period may be extended up to one week in order to complete a production and maintain continuity of operations.

  
Assistant Superintendent  
Cadillac Area Public Schools

  
President  
CESP/MEA

## AGREEMENT OF UNDERSTANDING - CUSTODIAL OVERTIME ASSIGNMENTS

When overtime duty is required in any building in the Cadillac School District, the most senior custodian in that building who is not working the shift, and is qualified, will be asked first to work that overtime. If he/she refuses, then the next most senior custodian in that building who is not working the shift will be asked second. This procedure will continue until all custodians not working the shift in the building where overtime is required have been asked to work the overtime.

If no custodian in that building will agree to work the overtime, then the most senior custodian available in the whole custodial classification will be asked, and so on down the seniority list for custodians.

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


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

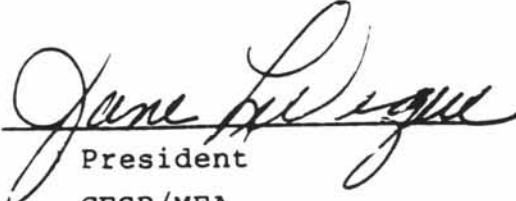
When an event which requires overtime takes place in the stadium and NO BUILDING IS USED IN CONJUNCTION WITH THE EVENT AND IT DOES NOT INVOLVE STUDENTS, then the custodians in Senior High will be given the first opportunity to work the overtime; the Junior High custodians, second, as stated above.

All events which take place in a building will be staffed initially, in order of seniority, by building staff. Therefore, all events within the Middle School will be staffed from the Middle School custodian with the most seniority to the Middle School custodian with the least seniority. Likewise, the same staffing will occur at the High School. We will continue to pay for separate staff for functions which are held at both the Middle School and the High School, not crossing over one custodian for two assignments.

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

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

  
Assistant Superintendent  
Cadillac Area Public Schools

  
President  
CESP/MEA