

**AGREEMENT**

**between**

**L'ANSE AREA SCHOOLS**

**and**

**L'ANSE AREA SCHOOLS EMPLOYEES,  
LOCAL #2189, AFFILIATED WITH  
MICHIGAN COUNCIL #25,  
A.F.S.C.M.E., AFL-CIO**

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AFSCME AFL-CIO  
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Effective Date: July 1, 2006  
Termination Date: June 30, 2008

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## **AGREEMENT**

This Agreement entered into on this first day of July, 2006, and expiring on June 30, 2008, between the L'Anse Area Schools (hereinafter referred to as the "Employer") and L'Anse Area School Employees, Local #2189, affiliated with Council #25, A.F.S.C.M.E., AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1 - RECOGNITION**

#### **Employee Covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer 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 of the Employer as certified. All non-professional employees of L'Anse Area Schools including office clerical. Excluding supervisors, confidential employees and substitutes.

### **ARTICLE 2 - BOARD RIGHTS:**

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 constitution of the State of Michigan and/or the United States.

Such rights shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, its operations and affairs of the school district.

- B. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the provisions of this agreement.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for cause.
- D. Adopt reasonable rules, policies and regulations.
- E. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof.
- F. Determine the financial policies, including all accounting procedures.
- G. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- H. Determine the service, supplies and equipment necessary to continue its operations.

The exercise of these powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms of this Agreement.

### **ARTICLE 3 - AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **ARTICLE 4 - UNION SECURITY:**

#### **Requirement of Union Membership**

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union, or pay to the Union each month a service charge for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union, or pay to

the Union each month a service charge for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

- D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues and/or service charge uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty- (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.
- F. Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- G. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Article.

#### **ARTICLE 5 - UNION DUES AND INITIATION FEES:**

- A. Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of dues form.

Check-off Forms. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct union membership Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

**Dues Authorization Form**

Employer: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of

Local \_\_\_\_\_ Date started union position: \_\_\_\_\_

*Please print clearly and firmly*

First Name \_\_\_\_\_

Middle Initial \_\_\_\_\_

Last Name \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Signature \_\_\_\_\_

.....  
This portion to be completed by Drive to survive activist

**Drive to Survive**

Signed up by: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**EMPLOYER'S COPY**

- B. When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month hereafter.

1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
  2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- C. Termination of Check-off. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- D. Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, If no agreement can be reached the parties agree to a third party mediation of the dispute, and if not resolved may be decided at the final step of the grievance procedure.

#### **ARTICLE 6 - UNION REPRESENTATION:**

The Union will be provided by mutual agreement with the employer paid release time for the purpose of resolving union-employer concerns.

The Local President and/or union stewards shall be entitled to a reasonable amount of time to investigate and process grievances during working hours without loss of pay providing such action is pre-approved and not unreasonably denied by the employee's supervisor, principal, or the Superintendent. The Union will reimburse the School District for reasonable costs when the Union uses school equipment or supplies for union business.

The number and composition of Stewards representing the district are as follows:

1 Chief Steward

1 Alternate Steward

The union and employer may mutually redistrict the number of Stewards in the event of an increase/decrease in school building size or work force.



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#### **ARTICLE 7 - SPECIAL CONFERENCES:**

- A. Special conferences for important matters may be arranged between the Local President and the Employer or its designated representative by mutual agreement. Such meetings shall be between no more than two representatives of the Union and two representatives of management. The limit of two may be waived by mutual consent. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time mutually agreed upon by both parties. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B. The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE:**

- A. Purpose.
  - 1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential any level of the procedure.
  - 2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the steward is provided the opportunity to be present at the time of adjustment.
- B. Grievance Defined.

A grievance shall be defined as a violation, misinterpretation, a misapplication of any provisions of this Agreement or any rule, as may be appropriate at order or regulation of the Board which violates the express terms of this contract, however, this shall not preclude employees from the right to use the grievance procedure involving unsafe conditions or practices.

Written grievances as required herein shall contain the following:

- 1. It shall be signed by the grievant, grievants or a Union Officer.

2. It shall cite the Section or Subsection of this Agreement the rule, order, regulation, or safety item to have been violated. 3. It shall contain the date of the alleged violation, or as best can be determined.
4. It shall specify the relief requested.
5. It shall contain a statement of facts.
6. Any grievance brought by an individual must have the approval of the Union to be valid to advance to level four of the grievance procedure.
7. No grievance shall be filed by the union or by an individual of the union as a result of a previous settlement of a grievance.

C. Procedure.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level should be considered maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limit specified, however, may be extended by mutual agreement.

1. Level One- An employee and/or a Steward with a grievance will first discuss it within fifteen (15) working days after its alleged occurrence with the supervisor, or in the absence of the supervisor, at the next supervisory level, either directly or through the Union Steward, with the objective of resolving the matter informally.
2. Level Two - Within 10 work days after the decision at Level One, or 20 work days after the grievance was presented at Level One, whichever is sooner, the steward may file the grievance in writing to the Superintendent of Schools. The Superintendent shall provide the Steward with a written response to the grievance within 10 work days following receipt of the grievance.
3. Level Three- If the Superintendent's response is unacceptable, the Steward may request in writing, within 5 work days of receiving the response, that the grievance be referred to the Board through the Superintendent. Within 15 work days after receiving the written grievance, the Board will meet with the aggrieved persons and the Local President for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will be rendered by a majority of the Board. The Board shall provide a written response to the Local President within 20 work days of receiving the written grievance.
4. Level Four
  - a. In the event the Union Council wishes to carry the matter further,

shall, within twenty (20) work days from the date of the Employer's last answer at Level Three, meet with the Employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator within ten (10) days from the meeting called for that purpose, then an arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

- b. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the Employee or Employees involved and the Employer. The arbitrator shall make his Judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of the Agreement. Expenses for the arbitrator shall be shared equally between the Employer and the Union.
- c. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand unless failure to answer is for valid reason, i.e., emergency.
- d. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.
- e. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of the reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, these grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

D. Rights of Employees to Representation.

- 1. No reprisals of any kind will be taken by either party as a result of having participated in a Grievance Procedure.
- 2. Any party in interest may be represented at all stages of the Grievance Procedure by a person of his own choice.

E. Miscellaneous.

- 1. In the event that any Union Steward or officer is a party in interest to any grievance, he shall disqualify himself and a substitute will be named by the Union.
- 2. Forms of filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be filed on

- approved forms and given appropriate distribution to the Union steward.
3. Decisions reached in Level Two and Level Three will be reduced to writing.
  4. Referrals to work days in the Grievance Procedure will mean those days from Monday through Friday inclusive.
  5. The Union will be responsible for paying witnesses called by the Union.

#### **ARTICLE 9 - WITHDRAWAL OF CASES:**

Should the Union file for arbitration and subsequently withdraw its request, the Union shall pay all costs of such action excluding the Board's filing fee.

#### **ARTICLE 10 - COMPUTATION OF BACK WAGES:**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

Reinstatement of a disciplined employee, may, with union approval, occur without back pay, or with partial back pay.

#### **ARTICLE 11 - DISCHARGE AND DISCIPLINARY LAYOFF:**

- A. Notice of Discharge or Disciplinary Layoff. The Employer agrees promptly upon the discharge or disciplinary layoff of a non probationary employee to notify in writing the Steward in the District of the discharge or disciplinary layoff.
- B. The discharged or disciplined laid-off Employee will be allowed to discuss his discharge or disciplinary layoff with the Steward of the District and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or disciplinary layoff with the Employee and the Steward.
- C. Appeal of Discharge or Disciplinary Layoff. Should the discharged or disciplined laid-off Employee or the Steward consider the discharge or disciplinary layoff to be improper, a compliant shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or disciplinary layoff. The Employer will review the discharge or disciplinary layoff and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure at Level Three.
- D. Use of Past Record. In imposing any discipline on a repeated serious charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously. Any discipline for serious charges taken beyond three years must have been documented and/or discipline or counseling must have taken

place.

**ARTICLE 12 - DISCIPLINE:**

- A. The Employer shall not take disciplinary action without just cause.
- B. The Employer shall give the Local President a copy of any written disciplinary action within five (5) days of the action.
- C. Disciplinary action shall be subject to the grievance procedure.
- D. Provisions of this Article shall not, unless otherwise provided for elsewhere within the contract, apply to Probationary Employees as referred to in Article 13- SENIORITY-Probationary Employees.

**ARTICLE 13 - SENIORITY -Probationary Employees:**

- A. New employees hired in the unit shall be considered as probationary employees for up to ninety (90) calendar days of their employment in the classification assigned. There shall be no seniority among probationary employees. When an employee completes the probationary period, by accumulating ninety (90) calendar days of employment within not more than six (6) months, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of assignment. Retention of probationary employees will be strictly within the discretion of the Employer. Probationary employees shall be paid at the wage rate set for the category less then ten cents (\$0.10)
- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section One (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on an Employer-wide basis, in accordance with the Employee's last date of hire.
- D. Seniority for other than layoff and recall shall be first by Department and then employer-wide. The Departments for purposes of seniority shall be those specific classification groups indicated in Appendix A.

**ARTICLE 14 - SENIORITY LISTS:**

- A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

- B. The seniority list on the date of the Agreement will show the names and job titles of all Employees of the unit entitled to seniority.
- C. Annually in September the administration will prepare and submit a seniority list to the Local President. Upon verification of accuracy the list will be posted for a period of thirty (30) calendar days, during which time a member may dispute his/her seniority subject ultimately to the grievance procedure. If no dispute arises the list shall stand and signatures by the president of the union and the superintendent signify its accuracy and it is deemed final and not subject to the grievance procedure.

#### **ARTICLE 15 - LOSS OF SENIORITY:**

An Employee shall lose his/her seniority and status as an Employee if:

- 1. He/she quits.
- 2. He/she retires.
- 3. He/she is discharged and the discharge is not reversed through the Grievance Procedure.
- 4. He/she is absent for five (5) consecutive working days without notifying the Employer.
- 5. He/she does not notify the Employer of his/her intent to return from lay-off within five (5) days and return within fourteen (14) days.
- 6. He/she fails to return from sick leave or a leave of absence within five (5) working days after the termination of his/her leave excepting when failure to return is due to circumstances beyond the control of the Employee.

#### **ARTICLE 16 - SHIFT PREFERENCE:**

Shift preference will be granted on the basis of seniority within the classification as a vacancy occurs provided a vacancy is more than five (5) working days in length.

#### **ARTICLE 17 - SENIORITY OF OFFICERS:**

Notwithstanding their position on the seniority list, the Local President and the Chief Steward shall in the event of a lay-off be continued at work at all times, provided they can perform any of the work available.

#### **ARTICLE 18 - SUPPLEMENTAL AGREEMENT:**

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of twenty

(20) days following the conclusion of negotiations.

#### **ARTICLE 19 - LAY-OFF PROCEDURE:**

When in the Board's determination layoff of personnel becomes necessary, the following will apply:

- A. Employee's with the least seniority in the affected classification will be removed first, provided that those remaining have the ability to do the work which is available.
- B. Employees to be laid off for an indefinite period of time will have at least seven (7) work days notification of lay-off. The Employer will notify the Union of such lay-off on the same date that he notifies the Employee.
- C. It is agreed that laid off employees will have the right to bump into another classification provided they have the ability to do the work.

#### **ARTICLE 20 - RECALL PROCEDURE:**

- A. When employees are recalled from layoff, the Employee with the most seniority in the classification in which the vacancy exists will be recalled first, provided they have the ability to do the work that is available. Newly created positions, or vacancies that occur within the bargaining unit during a period of lay-off, shall be posted consistent with Article 22 Job Posting and Bidding Procedure. Displaced employee(s) shall have bidding rights and be informed of any posting by mail provided the employee has left a self addressed stamped envelope with the Employer upon lay-off for that purpose
- B. If no person on layoff from the classification exists, the employee with the greatest seniority Employer-wide will be recalled provided they have the ability to do the work that is available.
- C. An employee's right to recall shall be a minimum of two (2) years or equal to his length of seniority up to a maximum of four (4) years. Failure to accept a recall of equal or more hours than the job previously held within the classification with the school system shall be considered a voluntary resignation.

#### **ARTICLE 21 - TRANSFERS:**

- A. Transfer of Employees. If an Employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.
- B. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees

affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be considered in such cases.

- C. The Employer agrees that in any movement of work not covered above in "A" and "B", he will discuss the movement with the Union in order to provide for the protection of the seniority of the Employees involved.

#### **ARTICLE 22 - JOB POSTING AND BIDDING PROCEDURE:**

- A. Changes in positions within the bargaining unit shall be made on the basis of employer-wide seniority and qualifications.
- B. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the position who meets the minimum job requirement shall be granted up to a ninety (90) day trial period to determine:
  - 1. A desire to remain in the position.
  - 2. A person's ability to do the job. Ability to do the job means that the employer's knowledge and record indicate with reasonable certainty that the employee can competently perform the work in question.
- C. If during the trial period, the employee is unsatisfactory in the new position, or classification, he/she shall revert to his/her former position or classification, and notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the Employee.
- D. During the trial period, Employees shall receive the rate of the Position to which they have been assigned.
- E. All postings will contain the following information: Type of work, location, shift, starting date, rate of pay, term of position, scheduled hours, job description and minimum job requirements
- F. During summer recess, copies of all postings shall be placed on the bulletin boards and shall be sent to each building representative, the President of the Union and all union members who have provided the School District with stamped, self-addressed envelopes. When multiple transfers are expected, an expedited posting procedure agreed to mutually may be used to prevent delay of making assignments.
- G. In the event any vacant position is not to be filled, the Employer will notify the union in writing as to the reason, such notice being provided within fourteen (14) days of the position being vacated.
- H. It is understood that the questions for any testing for any position will be general in nature. It is further understood that a list of questions used will be provided upon



request of the Local President, such list being sent to an officer of the Local who is not involved in testing for any position. Such list will be kept confidential by the officer involved until after such test has been given.

#### **ARTICLE 23 - VETERANS, REINSTATEMENT OF:**

The re-employment rights of Employees and probationary Employees will be in accordance with all applicable laws and regulations.

#### **ARTICLE 24 - UNPAID LEAVES OF ABSENCE:**

A. Leaves of Absence for periods not to exceed one (1) year may be granted in writing, without loss of seniority for:

1. Illness leave (physical or mental) with a doctor certification.
2. Prolonged illness in the immediate family (spouse, children, parents, mother-in-law, father-in-law).
3. Child care.

Such leaves may be extended at the discretion of the Board of Education.

B. Leaves of Absence for periods not to exceed one (1) year may be granted in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or union.
2. Personal reasons.
3. Educational leave.

Such leaves may be extended.

C. Employees shall accrue seniority while on Leave of Absence granted by the provision of this Agreement, and shall be returned to the position they held at the time of the Leave of Absence was granted, or to a position of like status.

D. Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off with loss of time or pay to attend such conferences and/or conventions.

E. In the event of a one (1) year Leave of Absence, the position may be filled in accordance with Article 22 - Job Posting and Bidding Procedure

F. During a Leave of Absence an employee will not accrue vacation or sick leave nor

be eligible for payments for time off or other benefits provided under this Agreement. However, the employee may elect to continue benefits as allowed by the underwriting rules of the insurer at the expense of the employee.

- G. In the event of a Leave of Absence of less than one year, the position may be filled in accordance with Article 27-Temporary Assignments.

#### **ARTICLE 25 - UNION BULLETIN BOARDS:**

- A. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:
1. Notices of recreational and social events.
  2. Notices of elections.
  3. Notices of results of elections.
  4. Notices of meetings.

#### **ARTICLE 26 - RATES FOR NEW JOBS:**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

#### **ARTICLE 27 - TEMPORARY ASSIGNMENTS:**

Temporary assignments for the purpose of filling scheduled vacancies of more than ten (10) days in length will be posted within a reasonable period of time of the date the request for scheduled leave was submitted. In the event the vacancy is not filled the Employer shall notify the Union within a reasonable period of time.

It is mutually agreed that no more than two (2) temporary reassignments are required as a result of a vacancy under this article.

Temporary assignments will be granted to the senior employee within their classification who meets the qualifications and requirements of the position. In the event the vacancy cannot be filled within the classification, the vacancy will be filled on an employer-wide basis with the most senior employee who meets the qualifications. Such employees will receive the rate of pay of the position assigned for all hours worked while filling such temporary assignments.

It is mutually agreed that every effort will be made to utilize bargaining unit members before

non-bargaining unit members.

**ARTICLE 28 - JURY DUTY AND WITNESS SERVICE:**

An Employee who loses time from work during his/her regularly scheduled hours because of having been subpoenaed to testify or to serve on jury, will be paid the difference between the subpoena pay or pay for jury duty and his/her regular pay. After serving as a witness or on jury duty, the Employee will return to his/her regular scheduled daily work.

**ARTICLE 29 - SAFETY COMMITTEE:**

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. A Safety Committee of Employees and the Employer representatives is hereby established. This Committee will include the Steward of each district and shall meet at a time mutually agreed upon during regular daytime working hours, for the purpose of making recommendations to the Employer concerning safety conditions.

**ARTICLE 30 - EQUALIZATION OF OVERTIME HOURS:**

Overtime hours shall be divided as equally as possible among Employees in the same classification. Up-to-date information showing overtime hours will be provided to the Union monthly, and will be computed from July 1 through June 30 each year. Lay-over time for the bus driving classification will not be included in overtime totals for equalization purposes.

Should the above method prove to be unsatisfactory the parties agree to meet ninety (90) days from the effective date of this agreement and work out a solution.

**ARTICLE 31 - WORKMEN'S COMPENSATION - On-the-Job Injury:**

Each Employee will be covered by the applicable workmen's Compensation Laws and the Employer further agrees that an Employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income for a period not to exceed the number of days in his sick leave accumulation with each day so compensated charged at one-third (1/3) of a day sick leave.

**ARTICLE 32 - WORKING HOURS:**

- A. Any employee working a shift that starts on or after 11:00 AM, but before 4:00 PM, shall receive twenty cents per hour shift premium.

Specified starting times for each job will be listed at the beginning of each school year, if circumstances change during the year starting times may be changed.

Employee's wishing to work during the summer months shall notify the superintendent's office in writing at least thirty days before the end of the school

year.

- B. Any split shift arrangement must be by mutual agreement between employer and union.
- C. The listing that follows is the planned work schedule for each bargaining unit position. Hours and days may be changed if deemed necessary by the administration.
  - 1. Full time secretaries- eight hours per day. Rest periods and lunch times shall be staggered.
  - 2. Teacher aides- six hours per day on full days of instruction. Aides shall have no regularly scheduled employment during times or days when children are not in school.
  - 3. Special education teacher aides- six and one-half hours per day on full days of instruction. Aides shall have no regularly scheduled employment during times or days when children are not in school.
  - 4. Inclusion aides' hours and days will be determined by the needs of the child. Aides shall have no regularly scheduled employment during times or days when children are not in school.
  - 5. On full days of instruction the head cook- eight hours; baker- six hours; full-time cook- six and one-half hours; and part-time cook- four and one-half hours. They shall have no regularly scheduled employment during days when children are not in school, nor on less than full days of instruction.
  - 6. The library clerk- eight hours on full days of instruction; hours may be shortened for less than full days of instruction; twenty four hours per week during the summer. The library clerk hours are dependent in part upon the continuation of outside funding.
  - 7. The work day for those employed as bus drivers shall be posted by October 15 of each year.
  - 8. The work day for the full-time head maintenance attendant, head maintenance attendant/driver, maintenance attendant, and maintenance attendant/driver- eight hours per day.
  - 9. Employees working only during the school year will be given the opportunity to work within their classification during periods when school is not in session before temporary employees following the procedures in Article 27- Temporary Assignments.
  - 10. Noon hour/recess aides- three and three quarters hours per day on full days of instruction. They shall have no regularly scheduled employment during

times or days when children are not in school.

11. If an employee's regular hours are reduced, the employee may accept the reduction in hours, or seek relief through Article 19 of this agreement either immediately or for the next school year.

D. Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by their supervisor. The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. Supervisors should stagger rest periods in multi-employee departments in order to maintain services during rest periods. The supervisor will determine the place and time of the rest period. Lunch periods will not be counted as time worked and should be taken away from the work station whenever possible.

E. All full-time employees are granted a thirty (30) minute uninterrupted lunch period which will be scheduled by the administration.

Full-time employees working the second shift may take thirty (30) minutes off for lunch included in the eight (8) hour period, but must be present in their assigned building or area for the lunch period unless otherwise approved by an administrator.

F. Time and one-half will be paid for all hours over eight (8) in any one day, or forty (40) in one week.

G. "Any employee who attends a school for continuing credits, maintaining certifications, CDL requirements, etc. which is mandatory for employment shall be paid at the employee's regular rate of pay. If the schooling is after the employee's work day, they shall be paid at the regular rate of pay and transportation or reimbursement shall be provided. Nothing in this paragraph should be understood or interpreted as meaning the District is financially responsible for higher education requirements as a result of state or federal legislation, e.g. No Child Left Behind."

H. Any employee who is asked to work during a period when he/she is not scheduled to work will receive a minimum two (2) hours call-in.

I. Any employee requested to work in an unscheduled position and having less than four (4) hours notice will be paid a minimum of two (2) hours call-in.

J. Any employee working in the Asbestos Operations and Maintenance Program, and holding valid certification to perform such duties, shall upon verification of certification by the Employer, receive an additional twenty-five cents (\$0.25) per hour. It is agreed that this premium will be paid only for actual hours worked under the program. It is further agreed that the number of employees eligible, and the life of this article, is solely at the discretion of the Employer, provided the Union is notified in a timely manner of any changes.

- K. All employee shall punch in and out for each shift unless directed by his/her supervisor.
- L. The District reserves the right to schedule bus runs for extra-curricular activities that creates the least amount of overtime expense. However, the District will utilize the most senior employee that will provide the least amount of over-time expense.
- M. If an employee has completed an assigned task for which he/she was scheduled, the District reserves the right to schedule other tasks within the employee's classification as needed.

### **ARTICLE 33 - SICK LEAVE/RETIREMENT:**

All Full-time employees covered by this Agreement (those who work 25 hours per week on a 12 month basis) shall accumulate 1 and 1/12 sick leave day per month not to exceed 13 days per year, with a maximum of 174 days accumulation. All school year employees shall accumulate 5 sick leave days per semester not to exceed 10 days per year with a maximum of 174 days accumulation.

Up to sixty (60) days of earned and accumulated sick leave shall be paid to the employee on the last payday of service (provided the employee has had five [5] years of continuous service with the district); payable sick leave to be paid at the prevailing hourly rate of pay for the AFSCME employee at the time of retirement. Retirement will be defined as stipulated in the Michigan Public School Employee's Retirement Act. In the event of the death of the Employee, payable sick leave will be paid to the Employee's beneficiary.

In the event of absence of an Employee for illness in excess of two consecutive workdays, the Board may, at its expense, require the examination by an independent physician. It is understood by both parties that sick leave may be taken for illness on the part of the Employee, doctor appointment, and illness in the immediate family (immediate family to be defined as spouse, children, parents, mother-in-law and father-in-law), and for no other reasons.

### **ARTICLE 34 - FUNERAL LEAVE:**

If deemed necessary by the employee, an employee shall be allowed three (3) working days per funeral as funeral leave days for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, or a member of the Employee's household.

In addition, the Employer shall grant to an Employee time necessary for attendance at the funeral service of a person whose relationship warrants it. Time off will be chargeable to sick leave.

If the funeral requires traveling, up to two (2) additional days shall be allowed, if necessary. Any Employee selected to be a pall bearer for a deceased Employee, will be allowed one

(1) funeral leave day with pay, not to be deducted from sick leave. The Local President, or his representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Union, who is a member of the District, for the exclusive purpose of attending the funeral.

**ARTICLE 35 - TIME AND ONE-HALF:**

Time and one-half will be paid as follows:

- A. For all hours over eight (8) hours according to classification or forty (40) hours in a week.
- B. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

**ARTICLE 36 - HOLIDAY PROVISIONS:**

- A. Employees covered by this Agreement shall be entitled to paid holidays according to the following schedule:

**Twelve Month Employees**

**School Year Employees**

New Year's Day	New Year's Day
Good Friday	Good Friday
Monday following Easter (provided school is not in session)	Monday following Easter (provided school is not in session)
Memorial Day	Memorial Day
July 4	
Labor Day	Labor Day (if school has started prior to Labor Day)
Thanksgiving Day and the Friday following	Thanksgiving Day and the Friday following
Christmas Day and the Day prior	Christmas Day and the Day prior

- B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

- C. If work schedules permit, the Superintendent may, at his discretion, allow Employees the day prior to New Year's Day as a holiday providing school is not in session.
- D. All employees who work at least twenty (20) hours per week shall be awarded holiday pay based upon the number of straight time hours the employee is scheduled to work per day.
- E. All school year employees working less than 20 hours per week shall be awarded holiday pay based upon the number of straight time hours the employee is scheduled to work per day for Good Friday, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day.

**ARTICLE 37 - VACATION ELIGIBILITY:**

Any employee hired before July 1, 1988, will be pro-rated for vacation eligibility based on a minimum of twenty-five (25) hours per week when they move to a twelve (12) month position or have worked 12 months for at least 5 years. Employees hired after July 1, 1988, will not be eligible for vacation until they become full-time twelve (12) month employees.

An Employee will earn credits toward vacation with pay in accordance with the following schedule:

After completion of 1 year of service.....	1 week
After completion of 2, 3, 4, 5, or 6 years of service.....	2 weeks
After completion of 7, 8, 9, 10, 11, or 12 years of service.....	3 weeks
After completion of 13 or more years of service.....	4 weeks

Regular twelve (12) month employees whose summer hours differ from their school year hours will be pro-rated for vacation pay based on average hours worked for twelve (12) months.

**ARTICLE 38 - VACATION PERIOD:**

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employees and efficient operation of the department concerned.
- B. Request for Vacation Leave forms must be completed and approved by the employee's supervisor and the Superintendent of Schools or his designee, one week prior to the requested leave date. The Superintendent of Schools reserves the right to determine the number of employees on Vacation Leave at any one time.



- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- D. A vacation may not be waived by an Employee and extra pay received for work during that period.
- E. Illness during an employee's vacation may be charged to sick leave subject to the approval of the Superintendent of Schools. A physician's statement or sworn affidavit may be required to substantiate the type and duration of the illness. Pay in lieu of vacation is not allowed except as terminal pay when leaving the school employment. An employee may not be employed for extra compensation while on vacation.
- F. Should an employee eligible for vacation be discharged or resign from the employment of the school district, all accumulated vacation is paid to the employee at the last regular rate of pay. In case of the death of an eligible employee, payment of unused vacation is made to the designated beneficiary at the last regular rate of pay.
- G. Vacation time is not available for probationary employees as defined in Article 13.
- H. Each eligible employee may carry over a maximum of five (5) unused vacation days from one year to the next year. No more than five (5) unused vacation days can be carried over and used in any year. Unused vacation days that exceed the five (5) day maximum will not carry over into another year.

**ARTICLE 39 - PAY ADVANCE:**

- A. Payroll will only be done in advance when a recognized holiday interferes with the employer's ability to have payroll checks ready at the regularly scheduled time. No individual request for a payroll advance will be honored.
- B. Employees will be paid at their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 40 - INCLEMENT WEATHER:**

It is agreed that if all other Employees of the L'Anse school system are required to report for work when students are not in attendance because of weather conditions, etc., that the bargaining unit Employees will also report to work. If all other Employees are not required to report, the following shall apply:

Any full year Employee covered by this Agreement who shall work when school is closed because of weather conditions, etc., shall be provided one hour off for each hour worked while school was closed. Time off shall be requested on the proper form in advance and submitted to the Employer for approval.

If any full year employee is notified not to report work, he/she, will be paid his/her regular time for that day. School year employees will receive up to two paid emergency days per year for days when the school is closed for weather conditions, etc. At the school year employee's option personal or vacation days may be used for additional days.

School year employees who report for work on days when school is subsequently canceled shall received two hours minimum call time

The provisions of this Article must comply with State Laws and State mandated regulations.

#### **ARTICLE 41 - COMPUTATION OF BENEFITS:**

- A. For the purpose of determining eligibility for group insurance a permanent employee's regularly scheduled school year weekly hours must meet or exceed thirty-five (35) hours. The Board will pay the full cost of the insurance programs described in Article 42 for these employees. All employees hired before July 1, 2006 who are eligible for health insurance benefits shall be grandfather in and shall continue to be eligible for health benefits provided the employee's regularly scheduled school year weekly hours must meet or exceed twenty-five (25) hours.

All employee insurance premium contributions shall be made by payroll deduction.

#### **ARTICLE 42 - HOSPITALIZATION MEDICAL COVERAGE:**

Prior to January 1, 2007 employee health insurance benefits shall be maintained at the current levels.

Effective January 1, 2007 the Flexible Blue Plan 2, Flexible Blue Rx with \$500 Preventive Care\* shall be provided for each eligible employee as defined in article 41 and his/her eligible dependents.

Additionally the employer agrees to establish, maintain and fund an H.S.A to cover the plan deductible. In the event an employees is not eligible for an H.S.A. the employer shall establish, maintain and fund an H.R.A., such HRA may be rolled over from year to year and may be utilized for co-pays, deductibles and premiums while working or retired. Employer portion of H.S.A and H.R.A shall be funded completely on January 1 of the first year, subsequent years will be funded on a monthly basis.

Dental, Optical and Life Insurance benefits, shall be maintained at the current levels and as described below and equivalent to that provided with the MESSA Pak

Eligible employees not electing the above health insurance may pay the difference in premium/H.S.A. contributions and receive benefits equivalent to MESSA PAK Plan A which includes the following benefits:

Health

Choices II

\$5/\$10 RX

	Preventive Care Rider	
Dental	80/80/80	\$1,000 annual maximum
	80	\$1,300 lifetime maximum
Vision	VSP-3	

Sponsored dependents shall be considered eligible dependents for health coverage only.

Eligible employees not electing health insurance shall receive Plan B which shall include the following benefits:

Dental	80/80/80	\$1,000 annual maximum
	80	\$1,300 lifetime maximum
Vision	VSP-3	

Eligible employees not electing the health insurance program cited above shall be eligible for a Board paid subsidy in the amount of \$150 per month. This Board paid subsidy may be used for one of the following:

- A. Tax sheltered annuity
- B. Paid semi-annually in December and July of each year.

Insurance benefits are provided through a cafeteria plan. Copies of the plan are available in the school business office.

#### ARTICLE 43 – LIFE INSURANCE

The Employer agrees to provide term life insurance, or a death benefit, in the amount of \$5,000 to all employees.

#### ARTICLE 44 - TERMINATION AND MODIFICATION:

This Agreement shall continue in full force and effect until June 30, 2008.

- A. If either party desires to amend and/or terminate this Agreement, shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

- C. If notice or amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #25, A.F.S.C.M.E., AFL-CIO, 710 Chippewa Square #205, Marquette, MI 49849; and if the Employer, addressed, The L'Anse Area Schools, L'Anse, Michigan 49946, or to any such address as the Union or the Employer may make available to each other.

#### **ARTICLE 45 - TEMPORARY GOVERNMENTAL PROGRAM EMPLOYEES:**

It is hereby understood that the Employer may use students and others whose wages are paid in whole or part by an agency of the State or Federal Government. These employees shall not be covered by the terms of this Agreement unless the enabling legislation gives them the rights and benefits of regular employees. Further, these employees are not to be used to perform work regularly performed by members of the bargaining unit in such a way as to replace, displace or reduce bargaining unit work. The Union will sign in a timely basis any document required by the governmental agency in order to have such services performed in a timely manner.

The Board of Education and the Union encourages the employment of students for the purpose of providing a job site for on-the-job training which is temporary in nature.

#### **ARTICLE 46 - TEMPORARY EMPLOYEES:**

It is hereby agreed the Employer may hire temporary employees and they shall not be covered by the terms of this Agreement, provided, however, that their employment shall be limited to sixty (60) days in a one (1) year period unless extended by mutual agreement between the Employer and Union.

It is further understood that no temporary employees will be hired to do work regularly performed by members of the bargaining unit if there are regular and school year employees eligible for recall as defined in Article 20 who have the ability to do the work.

#### **ARTICLE 47 - PERSONAL LEAVE DAY:**

Three (3) personal days deductible from sick leave, will be granted to employees who qualify for sick leave.

All employees will be granted one (1) personal leave day not being deducted from sick leave.

One (1) personal day may be carried over from one year to the next with total personal

days in any given year not to exceed five (5).

**ARTICLE 48 - WORKING CONDITIONS:**

- A. The Employer shall reimburse the employee for the loss, damage or destruction of personal property, not covered by insurance, which was used for job related functions and requested in writing by the administration. Such property must be used on school premises when the loss, damage or destruction is not the result of the employee's negligence. The employee shall immediately report to the Superintendent all incidents including property damage.
- B. The Employer shall provide to the Union at the beginning of each school year, the individual(s) responsible for scheduling building and ground use.
- C. The Employer shall provide rest areas, lounges, and restrooms for employee use.
- D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students. The Employer shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- E. Employees may use reasonable force to protect or prevent harm to him/herself or others. This right will be in conformance with the laws of the State.
- F. An employee shall be responsible to a supervisor(s). Said supervisor(s) to be designated by the Employer at the beginning of each school year with written notification provided to each employee.
- G. The Employer agrees to make every effort to provide basic first aid training to those employees whose job warrants it.
- H. The maintenance/transportation supervisor shall have the right to perform any job function in classification II and/or III if it doesn't deprive any Union member of his/her regularly scheduled hours.

**ARTICLE 49 - MERGE/CONSOLIDATION PROTECTION:**

The Employer agrees to involve the Union in all stages of talks regarding possible district mergers or consolidation.

**ARTICLE 50 - APPENDIX A and APPENDIX B:**

The following appendices are incorporated and made a part of this Agreement.

Appendix A - Classifications and Rates, Appendix B - Longevity

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Shana L. Alderton  
Debbie Perow

FOR THE EMPLOYER:

Ray Pasquale

## APPENDIX A

### Wages and Classifications

<u>WAGE CLASSIFICATIONS</u>		Effective
Classification I	Secretary, Library Aide, Library Clerk, Teacher Aide, Home School Coordinator, Special Education Aide, and all other Aides	<u>7/1/05</u> \$12.54
Classification II	Bus Driver, Bus Driver/Maintenance / Groundskeeper, Head Maintenance Attendant	\$13.04
	Maintenance Attendant	\$12.49
Classification III	Mechanic / Bus Driver	\$14.44
Classification IV	Head Cook	\$12.99
	Baker / Cook	\$12.19

Effective July 1, 2006 wage freeze.

Effective July 1, 2007 wage freeze.

Probationary employees shall be paid at the wage set for that position less ten cents (\$.10)

## APPENDIX B

### Longevity

Each Employee covered by this Agreement will receive, in addition to his/her regular pay, a longevity payment to be added to his/her wage and paid on a twelve (12) month basis. Said payment to be based upon the following schedule:

At the start of five (5) to eight (8) years	2%
At the start of eight (8) to eleven (11) years	3%
At the start of eleven (11) to fifteen (15) years	4%
At the start of fifteen (15) to twenty (20) years	5%
At the start of twenty (20) to twenty-five (25) years	6%
Upon completion of twenty-five (25) years	7%

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# L'Anse Area Schools

201 North Fourth Street  
L'Anse, Michigan 49946-1499

Superintendent (906) 524-6121 Fax: (906) 524-6001

High School Principal (906) 524-6122 Fax: (906) 524-6231 Middle School Principal (906) 524-5390 Fax: (906) 524-0345  
Elementary Principal (906) 524-7365 Fax: (906) 524-0277 Special Programs (906) 524-7171 Fax: (906) 524-5111

October 29, 2007

William Freeland  
Mackinac Center for Public Policy  
P.O. Box 568  
Midland, MI 48640

Dear Mr. Freeland:

Enclosed please find a copy of the 2006-2008 L'Anse Education Association Master Agreement and the L'Anse Area Schools Employees, A.F.S.C.M.E. Agreement that you requested under the Freedom of Information Act.

The following is the cost to copy the L'Anse Education Association Master Agreement:

71' copied sheets @ \$0.20 = \$ 14.20

The following is the cost to copy the L'Anse Area Schools Employees, A.F.S.C.M.E. Agreement:

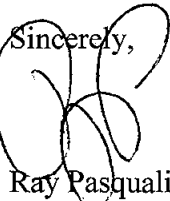
32 copied sheets @ \$0.20 = \$ 6.40

Labor = 7.58

Postage = 2.66

**TOTAL..... = \$ 30.84**

Please remit to the L'Anse Area Schools  
201 N. Fourth Street  
L'Anse, MI 49946

Sincerely,  


Ray Pasquali,  
Superintendent

RP/rk