

June 30, 1976

NON-TEACHING CONTRACT

L'Anse, Mich.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

L'ANSE TWP.
SCHOOLS

A.F.S.C.M.E.

L'Anse Township Schools
L'Anse, Mich.
419946

(Local _____)

INDEX

I.	Recognition	1
II.	Aid To Other Unions.....	2
III.	Union Security.....	2
IV.	Union Dues & Initiation Fees.....	3
V.	Union Representation.....	5
VI.	Stewards & Alternate Stewards.....	5
VII.	Special Conferences.....	5
VIII.	Grievance Procedure.....	6
IX.	Withdrawal of Cases.....	10
X.	Computation of Back Wages.....	10
XI.	Discharge and Discipline.....	10
XII.	Seniority.....	11
XIII.	Seniority Lists.....	11
XIV.	Loss of Seniority.....	12
XV.	Shift Preference.....	12
XVI.	Seniority of Stewards & Officers.....	12
XVII.	Supplemental Agreement.....	12
XVIII.	Lay-Off Procedure.....	13
XIX.	Recall Procedure.....	13
XX.	Transfers.....	13
XXI.	Promotions.....	14
XXII.	Veterans - Reinstatement of.....	15
XXIII.	Leave of Absence.....	15
XXIV.	Union Bulletin Boards.....	16
XXV.	Rates of New Jobs.....	16
XXVI.	Temporary Assignments	16
XXVII.	Jury Duty.....	16
XXVIII.	Safety Committee.....	17
XXIX.	Equalization of Overtime Hours.....	17
XXX.	Workmen's Compansation "On-the-job-injury".....	18
XXXI.	Appendixes.....	18
XXXII.	Working Hours.....	18
XXXIII.	Sick Leave.....	19
XXXIV.	Funeral Leave.....	20
XXXV.	Time And One-Half.....	21
XXXVI.	Holiday Provisions.....	21
XXXVII.	Vacation - Eligibility.....	22
XXXVIII.	Vacation Period.....	22
XXXIX.	Pay Advance.....	22
XXXX.	Inclement Weather.....	23
XXXXI.	Lay-Over Time.....	23
XXXXII.	Hospitalization Medical Coverage.....	23
XXXXIII.	Computation of Benefits.....	23
XXXXIV.	Termination & Modification.....	24
	<u>Appendixes</u>	
	Classifications & Rates.....	26
	Longevity.....	27

AGREEMENT

This Agreement entered into on this 1st day of July 19 73 between the L'Anse Township Schools (hereinafter referred to as the "EMPLOYER") and L'Anse Township School Employees Chapter of Local _____, affiliated with Council #55 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, the 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.

1. RECOGNITION (1). Employees 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 Township Schools including office clerical. Excluding supervisors and confidential employees.

2. 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.

3. 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 in an amount equal to the regular monthly dues 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 in an amount equal to the regular monthly dues 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 30 days after receipt of written notice to the employer from the union.

4. 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 dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off of Dues form:

(e) 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, and if not resolved may be decided at the final step of the grievance procedure.

5. UNION REPRESENTATION.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

6. STEWARDS AND ALTERNATE STEWARDS.

4 Stewards - day	4 Alternate Stewards - day
1 Steward - Night	1 Alternate Steward - Night
1 Steward - Laird	1 Alternate Steward - Laird

(1) The Stewards shall investigate and present grievances to the Employer.

7. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. 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 conference 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 with the representatives of the Employer for which a written request has been made.

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 as may be appropriate at 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. 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 with a grievance will first discuss it within fifteen (15) working days after its alleged occurrence with his supervisor or, in the absence of this supervisor, at the next

supervisory level, either directly or through the Union steward, with the objective of resolving the matter informally.

2. Level Two

The employee may file the grievance in writing with his steward within five (5) working days after the decision at Level One, or fifteen (15) days after the grievance was presented at Level One, whichever is sooner. Within five (5) days after having received the written grievance, the steward will refer it to the Superintendent of Schools.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was received by the Superintendent, or if no meeting has been held, he may file the grievance in writing with the steward within five (5) work days or fifteen (15) work days after he has first met with the Superintendent, whichever is sooner.

Within five (5) work days after receiving the written grievance the Steward will refer it to the Board through the Superintendent. Within ten (10) work days after receiving the written grievance, a committee of the Board will meet with the aggrieved person and the Unit President for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

(a) If the answer at Level Three is not satisfactory, and the Union wishes to carry it further, they shall refer the matter to the Union Council withing ten (10) working days after the reply of Level Three is due.

(b) In the event the Union Council wishes to carry the matter further, it shall, within ten (10) working 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 five (5) 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.

(c) The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

(d) 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 judgement 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.

(e) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(f) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.

(g) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of 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, those 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.

C. 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.

D. 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 for 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.

9. WITHDRAWAL OF CASES.

After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

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.

11. DISCHARGE AND DISCIPLINE

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the district of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline 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 discipline with the employee and the Steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline 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.

(d) Use of Past Record. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

12. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days probationary period shall be accumulated within not more than six (6) months. When an employee finishes the probationary period, by accumulating ninety (90) days of employment within not more than six (6) months, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(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 (1) of this Agreement, except discharged and disciplined employees for other than Union activity. There shall be no seniority among probationary employees and their retention as employees will be strictly within the discretion of the employer.

(c) Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

14. LOSS OF SENIORITY

An employee shall lose his seniority and status as an employee if:

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

15. SHIFT PREFERENCE.

Shift preference will be granted on the basis of seniority within the classification as a vacancy occurs.

16. SENIORITY OF STEWARDS AND OFFICERS

Notwithstanding their position on the seniority list, the President, Vice President, Recording Secretary, and Stewards shall in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

17. 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.

18. LAY-OFF PROCEDURE

When employees are laid off because of lack of work or money, the following procedure applies:

(a) Employees with the least seniority 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) days notification of lay-off. The Employer will notify the Union of such lay-off on the same date that he notified the employee.

19. RECALL PROCEDURE

When employees are recalled from lay-off, the employees with the greatest seniority shall be recalled in order of length of service (seniority), provided they have the ability to do the work that is available. Notice of recall shall be sent to the employee at his last known address.

For the purpose of lay-off and recall procedures, "ability to do the work" means that the employee can competently perform the work in question in the classification.

20. 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.

(d) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly created position.

21. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement 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 promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) If during the four (4) week trial period, the employee is unsatisfactory in the new classification, he shall revert to his former classification and notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee.

(c) During the trial period, employees shall receive the rate of the classification to which they have been promoted.

22. VETERANS - REINSTATEMENT OF

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

23. LEAVE OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority for:

- 1 - Serving in any elected or appointed position, public or union.
- 2 - Maternity leave.
- 3 - Illness leave (physical or mental).
- 4 - Prolonged illness in immediate family.
- 5 - Educational leave.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) 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.

24. 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.

25. 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.

26. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

27. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

28. SAFETY COMMITTEE

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.

29. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classifications in their building. An up-to-date showing overtime hours will be posted weekly in a prominent place in each building.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period (two hours minimum).

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

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year and is subject to review at the end of each period.

30. 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 Workman'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.

31. The following appendixes are incorporated and made a part of this Agreement:

Appendix A. Classifications and Rates

Appendix B. Longevity

32. WORKING HOURS

(a) The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:00 A.M. The second shift is any shift that regularly starts on or after 11:00 A.M. but before 7:00 P.M. The person working second shift shall receive a 10¢ an hour shift premium.

(b) The regular full working day shall consist of eight hours per day with the following exceptions:

1. The normal work day for secretaries shall be $37\frac{1}{2}$ hours per week during the school year and 35 hours per week during the summer for those employed as full time office personnel.

2. The normal work day for teacher aides shall be six hours per day during the school year with no employment during the summer.

3. The normal work day for cooks shall be 6 hours per day during the school year for those employed in the C. J. Sullivan Elementary School except for one cook hired on a 4-hour basis. In Laird, the normal work day shall be five hours.

4. The hours worked by part-time bus drivers will be set by the Superintendent.

c. Employees may take a "coffee break" in the A.M. and also a "coffee break" in the P.M. or the first half and second half of their regular shift, whichever may apply. Coffee breaks will not exceed 15 minutes in length.

d. Employees working the second shift may take 30 minutes off for lunch included in the 8 hour period.

e. An employee reporting for emergency duty at the Employer's request for work which he has not been notified of in advance and which is outside of and not in continuance with his regular work period shall be assured of at least two (2) hours pay at the rate of time and one-half, provided that the employee's work is forty (40) hours or more.

f. Time and one-half will be paid for all hours over eight in any one day, or forty in one week.

33. SICK LEAVE

All full-time members covered by this Agreement (those who work 25 hours per week on a 12-month basis) shall accumulate 1 1/12 sick leave days per month not to exceed 13 days per year, with a maximum of 90 days accumulation.

One-half of the amount of accumulated sick leave shall be paid to the employee on the last payday of his services on retirement provided he has been an employee in the L'Anse Township Schools for a period of at least five consecutive years; payable sick leave to be paid at the prevailing rate at the

time of retirement. Retirement will be defined as stipulated in the Michigan Public School Employees' 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 work days, 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 only for illness on the part of the employee and for no other reason.

Employees who work 25 hours per week or more for the school year only will receive three-fourths of the above policy for full-time employees.

In the event wider benefits under this section are negotiated by any other group in the school system, these will be extended to all employees covered by this contract.

34. FUNERAL LEAVE

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife, or Husband, Son or Daughter, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents and Grandchildren, or a member of the employee's household. 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 Chapter Chairman, 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.

35. TIME AND ONE-HALF

Time and one-half will be paid as follows:

(a) For all hours over 8 in one day or 40 in a week.

(b) For all hours worked on Holidays that are defined in this Agreement in addition to holiday pay.

36. HOLIDAY PROVISIONS

(a) The paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day and the Friday following, and Christmas Day. Employees who work a minimum of 25 hours per week for the school year will receive their regular wages for the following holidays: New Year's Day, Good Friday, Memorial Day, Thanksgiving, Day and Christmas Day.

(b) If these Holidays fall on a time outside of the normal work week, no compensation will be granted and days off will be given for the above-mentioned days provided that school is not in session.

(c) In addition, if work schedules permit, the Superintendent may, at his discretion, allow employees additional time as follows:

The day prior to Christmas Day and the day prior to New Year's Day if these days fall during the normal work week.

37. VACATION - Eligibility

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

- 1 year - 1 week
- 2 to 10 years - 2 weeks
- 11 to 19 years - 3 weeks
- 20 years and up - 4 weeks

38. VACATION PERIOD

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

(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) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

39. PAY ADVANCE

(a) If a regular pay day falls within an employee's vacation, he may request his check in advance.

(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.

40. INCLEMENT WEATHER

When school is closed because of inclement weather, if an employee is unable to get to work because of road conditions, he will be paid for the full day if he arrives by 9:00 A.M. If an employee arrives by noon, he will be allowed to make up the time at his convenience. If he arrives after 12 o'clock noon, he will be paid only for the hours worked and not be allowed to make up the lost time. If an employee is notified not to report for work, he will be paid his regular time for that day.

41. LAY-OVER TIME

A lay-over rate of \$2.50 per hour will be paid to all bus drivers who drive on away trips to athletic or other types of events. The regular rate of pay will be given for actual behind-the-wheel time. If over eight (8) hours per day or 40 hours per week, the employee will be paid at the rate of time and one-half.

42. HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross - Blue Shield, MVF-1. This coverage shall be applied to all employees who work 25 hours or more a week.

43. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

44. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 1976.

(a) If either party desires to amend and/or terminate this Agreement, it shall, 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 of amendment or termination by either party, on 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 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 55, A.F.S.C.M.E., AFL-CIO, 1034 N. Washington, Lansing, Michigan 49806; and if the Employer, addressed, The L'Anse Township Schools, L'Anse, Michigan 49946, or to any such address as the union or the Employer may make available to each other.

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

FOR THE UNION:

FOR THE EMPLOYER:

In presence of:

In presence of:

Non-Teaching Salaries
1973-1974

	1st Year	2nd Year	3rd Year
Secretaries	2.50	2.75	3.00
Secretary-Clerk	2.60	2.85	3.10
Part-time Secretary	3.20	3.45	3.70
Head Bus Driver	3.50	3.75	4.00
Head Custodian	3.50	3.75	4.00
Mechanic-Bus Driver	3.20	3.50	3.80
Custodian-Bus Driver	3.05	3.30	3.55
Custodians	3.00	3.25	3.50
Elem. Head Custodian & B. D.	3.15	3.40	3.65
Custodial Helper	2.25	2.50	2.75
Head Cook	2.90	3.15	3.40
Head Baker	2.50	2.75	3.00
Asst. Cooks & Baker	2.35	2.60	2.85
Supervising Cook - Laird	2.50	2.75	3.00
Library Clerk	3.00	3.25	3.50
Learning Lab Aides	2.95	3.20	3.45
Teacher Aide	2.55	2.80	3.05
Noon Hour Supervisor	2.70	2.95	3.20
<u>Bus Drivers</u>			
E. Hulkonen	\$1850		
Laird Bus Driver	\$2850		
H. LeRue	\$3600		
T. Menge	\$850		
W. Menge	\$600		
Marguerite Paquette	3.50	3.75	4.00
Linnea Fredrickson	3.15	3.40	3.65

LONGEVITY

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

Five (5) to Eight (8) years - - - - -	2%
Eight (8) to Eleven (11) years- - - - -	3%
Eleven (11) to Fifteen (15) years - - - - -	4%
Fifteen (15) years or more - - - - -	5%