

6/30/2003

2000-2001

through

2002-2003

M A S T E R        A G R E E M E N T

A.F.S.C.M.E.    LOCAL #2189

and

THE L'ANSE AREA SCHOOL DISTRICT

BOARD OF EDUCATION

*of the Area School*

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>
	AGREEMENT: PURPOSE AND INTENT
1	RECOGNITION - Employees Covered
2	BOARD RIGHTS
3	AID TO OTHER UNIONS
4	UNION SECURITY - Requirement of Union Membership
5	UNION DUES AND INITIATION FEES
6	UNION REPRESENTATION
7	SPECIAL CONFERENCES
8	GRIEVANCE PROCEDURE
9	WITHDRAWAL OF CASES
10	COMPUTATION OF BACK WAGES
11	DISCHARGE AND DISCIPLINARY LAYOFF
12	DISCIPLINE
13	SENIORITY - Probationary Employees
14	SENIORITY LISTS
15	LOSS OF SENIORITY
16	SHIFT PREFERENCE
17	SENIORITY OF OFFICERS
18	SUPPLEMENTAL AGREEMENT
19	LAY-OFF PROCEDURE

<u>ARTICLE</u>	<u>TITLE</u>
20	RECALL PROCEDURE
21	TRANSFERS
22	JOB POSTING AND BIDDING PROCEDURE
23	VETERANS, REINSTATEMENT OF
24	UNPAID LEAVES OF ABSENCE
25	UNION BULLETIN BOARDS
26	RATES FOR NEW JOBS
27	TEMPORARY ASSIGNMENTS
28	JURY DUTY AND WITNESS SERVICE
29	SAFETY COMMITTEE
30	EQUALIZATION OF OVERTIME HOURS
31	WORKMEN'S COMPENSATION - On-the-job Injury
32	WORKING HOURS
33	SICK LEAVE/RETIREMENT
34	FUNERAL LEAVE
35	TIME AND ONE-HALF
36	HOLIDAY PROVISIONS
37	VACATION ELIGIBILITY
38	VACATION PERIOD
39	PAY ADVANCE
40	INCLEMENT WEATHER

<u>ARTICLE</u>	<u>TITLE</u>
41	COMPUTATION OF BENEFITS
42	HOSPITALIZATION MEDICAL COVERAGE
43	LIFE INSURANCE
44	VISION COVERAGE
45	TERMINATION AND MODIFICATION
46	TEMPORARY GOVERNMENTAL PROGRAM EMPLOYEES
47	TEMPORARY EMPLOYEES
48	PERSONAL LEAVE DAY
49	WORKING CONDITIONS
50	MERGE/CONSOLIDATION PROTECTION
51	APPENDIX A AND APPENDIX B
	Agreement Signatures
	APPENDIX A - Non-Teaching Salaries
	APPENDIX B - Longevity
	Letter of Understanding (Summer Programs)

## AGREEMENT

This Agreement entered into on this first day of July, 2000, and expiring on June 30, 2003, 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.

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**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. 2.1

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, authorities, duties and responsibilities by the Board shall be limited only by the terms of this Agreement.

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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.

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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. 4.1

- 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.

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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 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:

**Authorization for Payroll Deduction**

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By \_\_\_\_\_  
Print Last Name                      First Name                      Middle Name

To \_\_\_\_\_  
Employer    Department

Date to Start Deduction                      Signed \_\_\_\_\_

\_\_\_\_\_                      Address \_\_\_\_\_

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

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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 shall re-imburse 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 Steward - Day

1 Steward - Night

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.

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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 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. Grievance Defined.

A grievance shall be defined as a violation, misinterpretation, a misapplication of any provisions of this Agreement or any rule, 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.



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 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 Unit Chairperson 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 Unit Chairperson 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, it 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 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.
- 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.

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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.

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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.

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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 disciplinaried laidoff 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 disciplinaried laidoff Employee or the Steward consider the discharge or disciplinary layoff 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 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.

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ARTICLE 12 - DISCIPLINE:

- A. The Employer shall not take disciplinary action without just cause.
- B. The Employer shall give the Unit Chairperson 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.

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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 than 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.

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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. Within ninety (90) days of the signing of this Agreement, the Employer will obtain from each employee, written verification and approval of employee seniority standing. Such verification and approval will thereafter be obtained annually and copies of such verification and approval will be provided to the Union. If the union fails to identify any error in twenty (20) working days, the list will be deemed accurate.
- D. A Union representative shall be present during each employee verification.
- E. Any dispute regarding an employee's seniority standing shall be subject to the grievance procedure.

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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.

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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.

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ARTICLE 17 - SENIORITY OF OFFICERS:

Notwithstanding their position on the seniority list, the Officers of Local 2189, shall in the event of a lay-off be continued at work at all times, provided they can perform any of the work available. It is understood for the purposes of this Article, Officers shall be the Local 2189 President and Secretary.

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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.

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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.

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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.
- 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.

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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.

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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 requirements 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 employers 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.
- 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.

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ARTICLE 23 - VETERANS, REINSTATEMENT OF:

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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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ARTICLE 32 - WORKING HOURS:

- A. The first shift is any shift that regularly starts on or after 6:00 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 4:00 P.M. The person working second shift shall receive an additional fifteen cents (\$0.15) per hour shift premium and beginning July 1, 1989, shall receive twenty cents (\$0.20) per hour shift premium.

Specified starting times for each classification will be listed at the beginning of each school year for a period of one year. If abnormal or unusual situations arise, changes can be made in the schedule by mutual agreement of the Employer and Union.

All school year only employees (those employed for the school year only) are scheduled to work for the one hundred eighty (180) days of the school year.

Employees wishing to work during the summer months shall notify the superintendent's office in writing at least thirty (30) days before the end of the school year.

- B. Any split shift arrangement must be by mutual agreement between Employer and Union.
- C. The regular work schedule for each bargaining unit position is as follows:
1. The normal work day for secretaries shall be 8 hours per day for those employed as full-time office personnel. Rest periods and lunch times shall be staggered.
  2. The normal work day for teacher aides shall be six (6) hours per day during the school year with no employment during the summer. The normal work day for Special Education teacher aides, Inclusion I teacher aides and Inclusion II teacher aides shall be six and one-half (6-1/2) hours per day during the school year with no employment during the summer.

3. The normal work day for those working in the Food Service area during the school year are as follows:
  - \* Head Cook - eight (8) hours per day
  - \* Baker - six (6) hours per day
  - \* Cook (full-time) - six and one-half (6-1/2) hours per day
  - \* Cook (part-time) - four and one half (4-1/2) hours per day.
4. The normal work week for library clerk shall be 40 hours per week during the school year and 24 hours per week during the summer.
5. The normal work day for those employed as bus drivers shall be posted by October 15th of each year and mutually agreed upon.
6. The normal work day for full-time Head Maintenance Attendant; Head Maintenance Attendant/Driver; Maintenance Attendant; Maintenance Attendant/Drive; Groundskeeper/Driver; Head Mechanic/Head Driver, shall be eight (8) hours per day.
7. The normal work day for L'Anse Contract Driver is two (2) hours per day.
8. Employees working 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.
9. The normal work day for a Noon-Hour Recess Aide will be three and one-fourth (3-1/4) hours per day during the regular school year with no employment during the summer.



- 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 which is mandatory for employment shall be paid at the employee's regular rate of pay. If the schooling is after the employee's normal work day, they shall be paid at the regular rate of pay and transportation or reimbursement shall be provided.
- 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 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 employees shall punch in and out for each shift unless directed by his/her supervisor.

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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.

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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.

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ARTICLE 36 - HOLIDAY PROVISIONS:

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

<u>Twelve Month Employees</u>	<u>School Year Employees</u>
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 not in session)
Memorial Day	Memorial Day
July 4	
Labor Day	Labor Day (if school has started prior to Labor Day)
Thanksgiving Day <u>and</u> the Friday following	Thanksgiving Day <u>and</u> the Friday following
Christmas Day <u>and</u> the day prior	Christmas Day <u>and</u> 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.
5. 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.

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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.

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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.

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ARTICLE 39 - PAY ADVANCE:

- A. If a regular pay day falls within an employee's vacation, he may request his check in advance. This request must be made fourteen (14) days prior to the date of the 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.

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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 for 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.

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**ARTICLE 41 - COMPUTATION OF BENEFITS:**

For the purpose of determining eligibility for group insurance, permanent employees must be employed during each month of the school year and work twenty-five (25) hours or more each week of the school year.

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ARTICLE 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 Community Blue PPO Option 1 with prescriptive drug rider, 5.00 co-pay. The Employer agrees to reimburse \$3.00 for each prescription. The Employer agrees that reimbursement will be paid by the last day of the following month after receipts are submitted. Reimbursement will not be made for receipts that are over 6 months old. Blue Cross Blue Shield Dental Insurance, 60/40 co-pay, to be fully paid by Employer. This coverage shall be applied to all Employees who work 25 hours or more a week.

Employees not electing the health insurance program cited above shall be eligible to apply in writing for a Board paid subsidy in the amount of \$1800.00 per year. Effective July 1, 2000, this amount will be \$150.00 per month. This Board paid subsidy may be used for one of the following:

- A. Tax Sheltered Annuity.
- B. Paid bi-annually in December and July of each year.

It is understood that any employee electing to take the Board paid subsidy will retain coverage under the prescriptive drug rider, 5.00 co-pay and Blue Cross/Blue Shield Dental Insurance, 60/40 co-pay.

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 \$5,000.00 to all employees.

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**ARTICLE 44 - VISION COVERAGE:**

- A. The Board agrees to provide group vision coverage every year with Blue Cross/Blue Shield of Michigan, Three Star Plan, effective October 1, 1986.
- B. The premiums shall be paid monthly for those employees actively employed during each month of the school year who work 25 hours or more a week. Employees completing the school year in active employment and returning to active employment the first month of the subsequent school year shall have the amounts toward monthly premiums paid for the interim months.
- C. All benefits and coverages shall be subject to and conditioned upon proper application by the Employee and acceptance of the application by the carrier. All benefits and coverages shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

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**ARTICLE 45 - TERMINATION AND MODIFICATION:**

This Agreement shall continue in full force and effect until June 30, 2003.

- A. If either party desires to amend and/or terminate this Agreement, it 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 of 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, 1034 N. Washington, Lansing, Michigan 49806; 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.

# # # # #

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.

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ARTICLE 46 - 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 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.

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**ARTICLE 47 - 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 parties.

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.

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ARTICLE 48 - 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).

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**ARTICLE 49 - WORKING CONDITIONS:**

- A. The Employer shall reimburse the employee for the loss, damage or destruction of personal property which is job related, not covered by insurance, which was 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. 49.1

G. The Employer agrees to make every effort to provide basic first aid training to those employees whose job warrants it.

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ARTICLE 50 - MERGE/CONSOLIDATION PROTECTION:

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

# # # # #

ARTICLE 51 - 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

# # # # #



APPENDIX A

Non-Teaching Salaries

<u>CLASSIFICATION</u>	<u>2000- 2001</u>	<u>2001- 2002</u>	<u>2002- 2003</u>
1. Secretary	11.32	11.62	11.92
Library Clerk	11.37	11.67	11.97
Library Aide	11.27	11.57	11.87
Teacher Aide	11.22	11.52	11.82
At-Risk Aide	11.22	11.52	11.82
3. Home/School Coordinator	11.22	11.52	11.82
4. Spec. Ed./Inclusion Aide I	12.22	12.52	12.82
Spec. Ed./Inclusion Aide II	11.22	11.52	11.82
5. Head Bus Driver/Mechanic	13.27	13.57	13.87
Head Maintenance Attendant	11.97	12.27	12.57
Maint. Attendant/Bus Driver	11.87	12.17	12.47
Bus Driver/Grounds Keeper	11.87	12.17	12.47
Maintenance Attendant	11.32	11.62	11.92
Bus Driver	11.82	12.12	12.42
6. Head Cook	11.82	12.12	12.42
Baker	11.02	11.32	11.62
Cook	10.67	10.97	11.27
Noon Hour Aide	11.05	11.35	11.65

7. Contract Bus Driver:

T. Menge [Two (2) hours]

Based on:

Hourly Rate x hours x days = ( ) + longevity.

Probationary employees shall be paid at the wage rate set for that position less ten cents (\$0.10).

**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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LETTER OF UNDERSTANDING

Whenever summer programs are funded and operated jointly with another school district, bargaining unit employees will be offered an equal portion of those available positions, and such positions will be filled in accordance with this agreement.

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