



JULY, 2009 - JUNE, 2011

AGREEMENT

BETWEEN

L'ANSE CREUSE BOARD OF EDUCATION

AND

**AFSCME
COUNCIL 25 AFL - CIO
LOCAL UNION 1993**

**L'Anse Creuse Public Schools
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**AGREEMENT BETWEEN L'ANSE CREUSE BOARD OF EDUCATION
AND UNION LOCAL #1993 - AFSCME 2009 – 2011**

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AGREEMENT

This Agreement is entered into on this 1st day of July, 2009, between the L'Anse Creuse Public Schools Board of Education (hereinafter referred to as the "Employer") and the International Union of the American Federation of State County and Municipal Employees Council #25 and its affiliate Local Union #1993 (hereinafter referred to as the "Union"). The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law, charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term "Superintendent" is used in this Agreement, it shall mean the person holding that title or any person on the administrative team to whom he may beforehand delegate the responsibility referred to in this Agreement. Any reference to an administrator in this Agreement shall mean the person holding that administrative position or any person on the administrative team to whom he may delegate the responsibility referred to in this Agreement.

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 1 - PURPOSE AND INTENT

1.01 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, 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 2 - RECOGNITION

2.01 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 included in the bargaining unit described below.

2.01.01 All regular full-time and regular part-time paraprofessional employees, childcare teachers, childcare aides, instructional paraprofessionals, kindergarten aides, title I paraprofessionals, computer paraprofessionals, CCC paraprofessionals, SPR paraprofessionals, preschool teachers, special education paraprofessionals, SACC aides, associate teachers, Lunchroom Aides, ELL paraprofessionals, SACC site directors, preschool aides, vocational paraprofessionals, vocational aides, supervisory aides, reader paraprofessional, writer paraprofessional, community service learning paraprofessionals, career resource specialist and student assistance aides. Excluding supervisors, substitutes, temporary and all other employees. All regular scheduled employees (nine (9) months or more) shall be deemed regular employees for the purpose of recognition only.

ARTICLE 3 - AID TO OTHER UNIONS

3.01 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 purposes of undermining the Union.

ARTICLE 4 - UNION SECURITY

Requirements of Union Membership: To the extent that the laws of the State of Michigan permit, it is agreed that:

4.01 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.

4.02 Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions or service fees shall do so with the understanding the payment of dues or service fees shall continue for the length of the contract.

- 4.03 Each employee hired on or after the execution of this Agreement shall be bound by the same dues deductions or service fee requirements.
- 4.04 Any employee, during the length of this contract, who is not a Union member shall after ninety (90) calendar days probationary period become a member of the Union. The probationary period excludes winter break and summer recess; employees working twelve months are an exception.
- 4.05 The Employer shall be notified in writing by the Union, of any member who is sixty (60) days in arrears in payment of membership dues or service fees. Employees who fail to comply with these requirements shall be discharged by the Employer ten (10) days after failing to comply.
- 4.06 The Union will protect and save harmless the Employer for any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article of this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Authority of Board - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

- 5.01 Manage and control its business, its equipment and its operation, and to direct the working forces and affairs of the L'Anse Creuse Public Schools School District.
- 5.02 Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing and the right to establish, modify or change any work or business or school hours or days but not in conflict with the provisions of this Agreement.
- 5.03 The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
- 5.04 Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing,

disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

- 5.05 Adopt reasonable rules and regulations but none in conflict with the provisions of this Agreement.
- 5.06 Determine the qualifications of employees.
- 5.07 Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 5.08 Determine the placement of operations, service, maintenance or assignment of work, and the source of materials and supplies.
- 5.09 Determine the financial policies, including all accounting procedures.
- 5.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
- 5.11 Determine the policy affecting the selection and training of employees but not in conflict with the provisions of the Agreement.
- 5.12 It is recognized that the Board may from time to time adopt reasonable policies and/or practices not inconsistent with the provisions of this agreement. However, should the Board add to, modify or eliminate any such policies and/or practices which would affect or potentially affect hours, wages, or working conditions of employees the Union shall be notified at least fourteen (14) calendar days before implementation. The Union reserves the right to file a grievance if it believes any such adopted policy and/or practice to be inconsistent with the provisions of this agreement or if believes any such policy or procedure to be unreasonable or discriminatory. The Union further reserves the right to take whatever legal actions are available under Public Act 379.

The above are not to be interpreted as abridging or conflicting with any provisions in this Agreement.

ARTICLE 6 - UNION DUES AND INITIATION FEES

6.01 Payment of Check-Off

6.01.01 Employees may tender bi-weekly a stated total amount (for one (1) year) divided by the number of pays starting with their first pay for membership dues or service fees by signing the Authorization for Check-Off of Dues Form. CHECK-OFF FORM: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Union Dues hereinafter set forth and to the extent of laws of the State of Michigan, the Employer agrees to deduct membership dues or service fees levied by the membership vote of approval from the pay of each employee who executes or has executed the Authorization for Dues Check-Off Form. The Local Union President shall notify the payroll department in writing of such membership vote. Changes of the dues structure are to be limited to one change per year. The list and/or authorization card is to include name, employee ID number and amount to be deducted.

6.01.02 Notice to All Employees of the Bargaining Unit: All employees who are members of the Union at the time this Agreement becomes effective are required to remain members of the Union for the duration of the Agreement. However, those who become members must remain members of the Union for the duration of the Agreement.

6.02 Deductions

6.02.01 Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments or any other deductions not in accordance with this provision.

6.03 Delivery of Executed Authorization of Check-Off Form by Local Union Treasurer.

6.03.01 A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Union membership dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. The Employer will return any Authorization for Check-Off of Dues Form that is incomplete or in error to the Local Union Treasurer.

6.04 Delivery of Additional Check-Off Forms

6.04.01 The Union will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which the Union membership dues are to be deducted.

- 6.05 When Deductions Begin
 - 6.05.01 Check-Off deduction under all properly executed Authorization for Check-Off of Dues Forms will be effective two weeks after the application is tendered to the Employer and will be deducted from every pay period thereafter.
- 6.06 Refunds
 - 6.06.01 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the dues levied by the membership vote of approval, refunds to the employee will be made by the Local Union.
- 6.07 Remittance of Dues to Financial Officer
 - 6.07.01 Deductions for any pay period will be remitted to the Treasurer of the Local Union or their designated depository at the time of the scheduled pay. The Employer will furnish the Treasurer of the Local Union, bi-weekly, a list for whom deductions have been made.
- 6.08 Termination of Check-Off
 - 6.08.01 An employee will cease to be subject to check-off deductions beginning with the pay period immediately following the pay period in which he/she is no longer a member of the bargaining unit.
 - 6.08.02 Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon thirty (30) days written notice to the Employer and the Local Union.
- 6.09 Disputes Concerning Check-Off
 - 6.09.01 Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form, shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to Assistant Superintendent for Personnel and Operations, Step 3 of the grievance procedure. Until the matter is disposed of, no further deductions shall be made.
- 6.10 The Employer shall not be liable to the Union by reason of the requirements of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- 6.11 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 referred to the Assistant Superintendent for Personnel and Operations, Step 3 of the

grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

- 6.11.01 The Union will protect and save harmless the Employer for any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 5 of this Agreement.

ARTICLE 7 – REPRESENTATION

- 7.01 The number of representation areas in the unit school district will be twenty (20):

- | | |
|----------------------------|-------------------------------|
| 1. Atwood Elementary | 12. Middle School North |
| 2. Carkenord Elementary | 13. Middle School South |
| 3. Chesterfield Elementary | 14. Middle School East |
| 4. Graham Elementary | 15. L’Anse Creuse High School |
| 5. Green Elementary | 16. L’Anse Creuse H. S. North |
| 6. Higgins Elementary | 17. Pankow Voc. Tech Center |
| 7. Lobbestael Elementary | 18. County Youth Home |
| 8. South River Elementary | 19. Child Care Center |
| 9. Tenniswood Elementary | 20. Anna Burdi Center |
| 10. Yacks Elementary | |
| 11. Middle School Central | |

The number may be increased by agreement between the Employer and the Local Union. The Employer and the Local Union may create new areas within the unit from time-to-time by agreement.

- 7.01.01 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 implementing this section of the Agreement.

ARTICLE 8 – UNION REPRESENTATIVES

- 8.01 The Local Union will, after the election or appointment of Officers, Vice-President/Chief Steward and Stewards, prepare a listing of all officers and Stewards and furnish the listing to the Employer.

- 8.02 In each representational area, the employees shall be represented by a steward and an alternate, who shall be regular seniority employees working in the building. In the absence of the Steward, the alternate will represent the employees.

- 8.02.01 During working periods in which the elected Steward(s) or Vice-President/Chief Steward are not working, the President of the Local Union will designate an employee working as Temporary Steward for that period of time.
- 8.03 Any Local Union Representative or member who is involved and required to attend any hearing between Local Union #1993 and the L'Anse Creuse Board of Education, to include hearings with the American Arbitration Association, the Michigan Employment Relations Commission, and the administrative body of the Public Employees Relations Act, will not incur any loss of pay or benefits for the time that is involved in going to such hearings, participating in the hearing, and returning to his/her work location.
- 8.04 The Members of the Union shall not lose time or pay or be charged on extra time sheet for time spent in meetings scheduled by the Employer.

ARTICLE 9 – SPECIAL CONFERENCES

- 9.01 Special Conferences for important matters will be arranged between the Local President and the Employer's designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union except that by prior mutual consent of the parties, either party may have additional representatives present and the number will be determined by mutual consent.
- 9.01.01 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. The members of the Union shall not lose time or pay or be charged on extra time sheet for time spent in such Special Conferences. A representative of the Council or a representative of the International Union may attend this meeting.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 A grievance is defined to be any difference that may arise between the parties to:
 - 10.01.01 Any matter relative to rate of pay, wages, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement.

- 10.01.02 Any matter involving an alleged violation of any of the provisions of this Agreement.
- 10.02 An individual employee will have the right at any time to present his/her grievance to the school district and to have the grievance fully adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. At the time of the initiation of such a personally presented grievance, the Employer will notify the Local Union President, that same day, that such proceedings have begun. At the time of any adjustment of the grievance, the Local Union President or his/her designate will be given the opportunity to be present. No adjustment will be made at unusual times or in such a manner to deny the Local Union President or his/her designate the opportunity to be present. In those instances where an adjustment is reached without the presence of the Local Union President or his/her designate, the circumstances surrounding the grievance and the adjustment will be submitted to the Local Union President in writing within two (2) working days of the final adjustment.
- 10.03 If more than one (1) employee has a similar complaint, within the definition of a grievance as outlined above, which has been discussed at Step 1, and it is mutually agreed by both parties to this Agreement to be of a single common nature, the grievance will be deemed a Class Action Grievance and the Local Union President or his/her designate may file this Class Action Grievance at Step 2 in lieu of individual grievances.
- 10.04 **Step 1**
- 10.04.01 Within ten (10) working days of knowledge by the employee of an alleged violation, the employee and/or Steward shall discuss the problem with the employee's immediate supervisor per the administrative Chain of Command. Written evidence of this meeting shall be made and signed by both parties including the problem and the date.
- 10.05 **Step 2**
- 10.05.01 If the Union is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within ten (10) working days of its initiation with the supervisor of original contact at Step 1, the Local Union President may appeal the decision or lack of decision by the Supervisor to the Director for Personnel within ten (10) working days from the disposition or lack of disposition in Step 1. The appeal by the Local Union President shall be written.
- 10.05.02 The Director for Personnel shall be responsible to see that a written response to the grievance is tendered to the Local Union President within ten (10) working days from the delivery to him/her of the appeal at this step.

10.06 **Step 3**

- 10.06.01 If the Union is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within ten (10) working days of the delivery to the Director for Personnel; the Local Union President may appeal the decision of the Director for Personnel to the Assistant Superintendent for Personnel and Operations. The appeal shall be written and submitted within ten (10) days.
- 10.06.02 The Assistant Superintendent for Personnel and Operations shall grant a hearing of the grievance within ten (10) working days of receipt of the appeal at this step. Within ten (10) working days of the hearing, the Assistant Superintendent for Personnel and Operations shall be responsible to see that a written disposition of the grievance is tendered to the Local Union President.
- 10.06.03 If the grievance is in substance similar to earlier grievances as agreed to by the Local #1993 President and the Assistant Superintendent for Personnel and Operations, where a written disposition had been tendered following a hearing, a hearing shall not be required. However, a written response within ten (10) working days of receipt of the appeal will be required.

10.07 **Step 4**

- 10.07.01 If the Union is not satisfied with the disposition of the grievance by the Assistant Superintendent for Personnel and Operations, or if no disposition has been made within ten (10) working days of such hearing, the grievance will be appealed within twenty (20) working days to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association and to the Assistant Superintendent for Personnel and Operations within twenty (20) days. If not so delivered, the grievance will be considered abandoned. Prior to submission of the grievance to the American Arbitration Association the parties will attempt to select an arbitrator on an AD-HOC basis.
- 10.07.01.01 The arbitrator shall be chosen within ten (10) working days from the date of filing from a list of arbitrators furnished by the American Arbitration Association.
- 10.07.01.02 The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the close of the hearings. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issue submitted.
- The arbitrator shall be limited in his/her powers as follows:
- 10.07.02 The arbitrator shall have no power to alter, modify, disregard, add to or subtract from the provisions of this Agreement.

10.08 Time of Appeals of Grievances

10.08.01 It is in the best interests of both the Local Union and the Employer that all actions taken on a grievance are done in a speedy manner. The time limits that have been established are maximums. If at all possible, the filing of grievances and their disposition should be as quickly as is possible.

10.08.01.01 If in the event that more time is needed to prepare a grievance or its disposition, an extension of the established time limits may be granted by mutual consent.

10.08.02 Unless withdrawn by the union, any grievance not appealed from an answer or lack of an answer at any step of the grievance procedure, within the time limits set forth at that step after such answer, shall be considered settled on the basis of the last answer and not subject to further review.

ARTICLE 11 – DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE

11.01 Disciplinary Action will be understood as meaning oral or written reprimand, Suspension (meaning loss of pay and/or time on the job), and Discharge (meaning involuntary termination of an employee by the Board of Education).

11.02 If the first offense is of a minor nature, the usual action will be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. The initial action of the Employer may be suspension or discharge if in the opinion of the Employer, the nature of the infraction merits such action.

11.03 Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee, which is felt to be unjust, may be processed as a grievance.

11.04 Reports of disciplinary action and suspension will remain in the individual's personnel file for three (3) years from the date of the action. At the employee's request, at the end of the three (3) year period, the report shall be removed from the employee's personnel file.

11.05 Whenever possible an oral reprimand will be handled in a manner that will not embarrass an employee before other employees, students, or the public.

11.06 For just cause, a representative of the Board of Education may suspend an employee with or without pay. The employee, the appropriate Steward, and the Local Union President will be notified in writing if such action is taken.

- 11.07 For just cause, only the Board of Education may discharge an employee. The employee, the appropriate Steward, and the Local Union President will be notified in writing if such action is taken.
- 11.08 The employee and the Local Union will have the right to appeal the suspension, demotion, or discharge as a grievance at Step 3 of the grievance procedure.
- 11.09 An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost and with full restoration of all rights and conditions of employment including all benefits when possible, less any compensation received for employment elsewhere from the time of discharge to the time of reinstatement with the L'Anse Creuse School District, except wages being earned from another employer.
- 11.10 School Safety Requirements
 - a. All new AFSCME unit members shall be required to pay for their own fingerprinting.
 - b. All AFSCME 1993 employees must notify the district within three days as required by law if they are charged with a listed offense (see Attachment "C" – Listed Offenses). Failure to do so will result in termination of employment.

ARTICLE 12 – SENIORITY – Probationary Employees

- 12.01 New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The probationary period excludes winter break and summer recess, employees working twelve months are an exception.
- 12.01.01 For the purpose of interpreting the probationary period under this Agreement, ninety (90) calendar days in all departments affected by summer dismissal shall resume their accumulation at the beginning of the new school year. The probationary period excludes winter break and summer recess, employees working twelve months are an exception. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the Unit and shall rank for seniority from the original day of employment. There shall be no seniority among probationary employees. A probationary employee has no union rights when disciplined or discharged.
- 12.02 Seniority shall be on a school district-wide basis within the job classification of employment in accordance with the Employee's last date of hire:
- 12.03 The probationary time for an employee begins on the first day such probationary employee begins work at his/her position.

- 12.04 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment set forth in this agreement, except that the employer will have the right to discharge or take disciplinary action other than for union activities involving a probationary employee without a grievance filed or processed.
- 12.05 An employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she had been promoted.
- 12.06 A substitute employee is an employee hired only to substitute for a regular employee. A vacancy shall not be filled on a substitute basis beyond a reasonable period of time to fill a vacant position.

ARTICLE 13 - SENIORITY

- 13.01 District seniority will begin with the original date of employment by classification within the bargaining unit of the school district.
- 13.02 The seniority list of the date of this Agreement will show the names and job titles of all employees of the Unit entitled to seniority.
- 13.03 The Employer will furnish the Local Union with an up-to-date seniority list once each year, by February 1st. The list will reflect the employee's classification seniority date.
- 13.04 A copy of the data (name, date of hire, classification, salary, shift if applicable, and job location) for newly hired, transferred, promoted, discharged, or quit personnel which is sent to the payroll department will be sent at the same time to the Union President through the school mail or during the summer through the U. S. Postal Service. Management may require assistance of the Union in said compilation.
- 13.05 If more than one (1) employee commences work on the same date in a given work area, seniority will be determined by the last four (4) digits of the employee's Social Security Account Number (SSAN). The employee with the lower number will be the senior employee.
- 13.06 When an employee is on leave of absence seniority shall accrue for one (1) year; then it shall be frozen at that point with no accumulation for further extension of such leave.
- 13.07 Employees off due to an injury or illness that is compensable under the Workers' Compensation Act will continue to accrue seniority.
- 13.08 Employees on leave in accordance with the Family Medical Leave Act will accrue seniority.

ARTICLE 14 - LOSS OF SENIORITY

- 14.01 An employee shall lose seniority for the following reasons only:
- 14.01.01 He/she quits.
- 14.01.02 He/she is discharged and the discharge is not reversed through the grievance procedure.
- 14.01.03 He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, the Employer may make exceptions. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter will be referred to the grievance procedure beginning at Step 3. It will be the duty of the employee to furnish the Employer with his/her correct address at all times.
- 14.01.04 If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make exceptions.
- 14.01.05 Failure to return from sick leave, leaves of absence or layoff, without reasonable explanation.

ARTICLE 15 - SUPPLEMENTAL AGREEMENTS

- 15.01 All Supplemental Agreements and Letters of Understanding will be subject to the approval of the Local Union, Council #25 and/or the International Union, and the Employer. Both parties to this Agreement must approve said Supplemental Agreements.

ARTICLE 16 - DISPLACEMENT, LAYOFF, AND RECALL PROCEDURE

- 16.01 It is specifically understood that an employee must be qualified for the position as determined by the employer that he/she applies for pursuant to this article.
- 16.02 A "Displaced Employee" under this Article only is an employee whose current position has been eliminated or reduced during a layoff and who has sufficient district seniority to maintain employment within the bargaining unit.
- 16.03 A "Laid-Off Employee" is an employee who does not have sufficient district seniority to maintain employment within the bargaining unit at the time that there is a layoff.

- 16.04 A "Layoff" means a reduction in the working force.
- 16.05 If it becomes necessary for a layoff, the following procedure will be mandatory:
 - 16.05.01 All probationary employees within classifications will be laid off on a district-wide basis.
- 16.06 Seniority employees will be laid off in the affected classification according to inverse seniority.
 - 16.06.01 The layoff of bargaining unit employees may be done by classification with the least senior district employees in the affected classifications being laid off first.
- 16.07 A senior employee displaced in any classification will have job selection rights over the least district senior employee in their current classification or lower within the K-12 program or Child Care program.
 - 16.07.01 Such employees displaced in any classification may exercise his/her job selection rights over only the lowest district senior employee in their current classification so that the least senior employee in a classification becomes affected by the layoff.
 - 16.07.01.01 In the event of a layoff, employees with seniority in a previously held classification may use that seniority to bump into a previously held classification.
 - 16.07.02 Such employees that are placed in a classification/position that they have never held previously shall be considered to be in an evaluative performance period for the first sixty (60) calendar days of their new assignment. Special supervision/direction will be provided upon the employee's reasonable requests during this evaluative period.
 - 16.07.03 Such employees who do not meet evaluative standards as documented during the evaluative period shall be terminated. Should the employee disagree with the action taken, the matter may become a proper subject for the grievance procedure beginning at Step 3.
 - 16.07.04 Such employees after completing sixty (60) calendar days will have full district seniority in that new classification only for the purpose of layoff. For all other purposes, classification seniority will be controlling.
 - 16.07.05 Employees remaining after a layoff will reselect their job location and hours by seniority, beginning with the most senior employee affected by the layoff and/or realignment of positions within their current classification. The layoff of bargaining unit employees shall be done by classification with the least senior district employees in the affected classifications being laid off first.

- 16.08 Employees to be laid off for indefinite periods of time will have at least ten (10) calendar days notice of layoff. The Local Union President and the Recording Secretary will receive a list from the Employer of the employees being laid off on the same day the notices are issued to the employees.
- 16.09 Laid-off employees will be recalled in inverse order of layoff (last laid off will be first called back) to the first position available in the classification from which they were laid off. Notice of recall will be sent to the employee at his/her last known address by certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall, he/she will be considered a quit. The Employer in proper cases may grant extensions.
- 16.10 Recall from layoff will only be to the classification where the employee was laid off.
- 16.11 No acceptance of a temporary position four (4) weeks or longer in duration in the classification from which an employee was laid off, will result in the employee being removed from the recall list.
- 16.12 An employee on a leave of any kind is subject to the displacement, layoff, and recall procedure.
- 16.13 When an employee is in a layoff status, his/her seniority will accrue for one (1) year, and then their seniority will be frozen until such time as they are recalled to work.
- 16.13.01 An employee in a layoff status will remain on the indefinite layoff list for a period of time equal to his/her seniority at the time of layoff.
- 16.14 A bargaining unit member who is provided reasonable assurance of reemployment for the next school year and who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the bargaining unit in the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

ARTICLE 17 – VACANCIES

Definition: A vacancy will be considered to exist if a current employee resigns, retires, is terminated, is transferred, is promoted unless said position is eliminated, or if a new position is created and the Employer determines to fill such openings.

17.01 It is specifically understood that an employee must be qualified for the position as determined by the employer that he/she applies for pursuant to this article.

Members of the bargaining unit shall be given preference for vacant positions if the skills, ability, experience and qualifications are equal between an internal applicant and an outside applicant.

17.02 In the event that a vacancy exists within the Bargaining Unit, and the Employer determines to fill the vacancy, employees within the Unit will be given the opportunity to bid for the position through the posting procedure. All vacancies shall be posted within five (5) working days, but no sooner than fifteen (15) working days prior to the need to fill the position.

17.03 Copies of each posting will be supplied to each building and will be posted in a location readily available to all employees working in that building. The posting will remain posted for a period of five (5) working days prior to filling such vacancy.

17.04 Vacancy postings will include the type of position, location of work, hours, and will set forth the minimum requirements and duties for the position.

17.05 Filling of a vacancy shall be done within five (5) working days of the closing of the posting for the position except in those instances where, due to a lack of qualified applicants, the Board determines to not fill the position. It is further acknowledged that the five (5) day time limit, above specified, will be reasonably extended to provide necessary time to enable the Board of Education to meet in session to approve the filling of newly created positions.

17.05.01 Should more than one (1) present Employee from within the same classification bid on a vacancy the more senior Employee shall be granted the position.

17.05.02 An employee filling a vacancy in a classification different than the one presently held shall be placed on the lowest step of the salary schedule of the new position which will provide a raise over the previous pay rate.

17.06 When a new job is placed in the Unit and cannot be properly placed in an existing classification, the Board will establish a classification and rate structure to apply. In the event the Union does not agree that the classification and rate are proper, the Board agrees that up to three (3) representatives of the Board will meet with up to three (3) representatives of the Union to discuss such classifications and rates.

- 17.07 Employees interested in a vacancy will apply for the vacancy using the district on-line application system.
- 17.08 In the event that an employee is to be absent for four (4) weeks or longer, or has been absent for four (4) weeks, his/her position will be posted as a temporary position within five (5) working days of the Employer's determination to fill the vacancy
- 17.08.01 Employees absent for ninety (90) consecutive calendar days will not be guaranteed the same position they left
- 17.09 As the result of the return of an employee off for ninety (90) consecutive calendar days or more due to a Workers' Compensation injury, the employee will return to work in the following process: An available vacancy in the job classification, their previous position, bump the least senior person in the classification.

ARTICLE 18 – TRANSFERS

Definition: An employee move will be termed a transfer when the movement is within his/her classification and to a position with the same general job requirements and no additional compensation is involved.

- 18.01 It is specifically understood that an employee must be qualified for the position as determined by the employer that he/she applies for pursuant to this article.
- 18.02 Should more than one (1) present employee from within the same classification bid on a position vacancy, the more senior employee will be transferred to the position.
- 18.03 The Employer agrees that in the event that there is any movement of work or discontinuation of work location which will continue for a period of seven (7) calendar days or longer, the Employer will meet with the Local Union in Special Conference prior to any movement of affected employees.
- 18.03.01 Employees affected may request a transfer to any open position for which their classification and seniority qualifies them.
- 18.04 An employee transferred by the Employer to a position not included in the Unit, and thereafter transferred to a position within the Unit, will have accumulated seniority while working in the position to which he was transferred. Employees transferred under these circumstances will retain all rights accrued for the purpose of any benefits provided for in this Agreement.

18.05 As a result of any transfer, the opening, if any, created may be filled in a similar manner. Employees transferring within this provision shall be limited to one (1) such permanent transfer within the fiscal year unless authorized by the Employer.

18.06 The positions of lunchroom aides and crossing guards will be exempt from transfers after the start of the school year.

ARTICLE 19 - PROMOTIONS

Definition: A promotion will be considered as a change in assignment within the Unit, which results in the Employee receiving higher hourly rates.

19.01 It is specifically understood that an employee must be qualified for the position as determined by the employer that he/she applies for pursuant to this article.

19.01.01 Promotion within the bargaining unit will be made on a seniority basis when all other qualifications are equal should the Employer determine to promote from within the bargaining unit.

19.02 Any employee promoted under this Article will be given a trial period of ninety (90) calendar days. The trial period excludes winter break and summer recess, employees working twelve months are an exception. Special supervision/direction will be provided upon the employee's reasonable requests during this trial period.

19.03 During the ninety (90) calendar day trial period, the employee will have the right to return to his/her prior classification. This excludes winter break and summer recess; employees working twelve months are an exception.

19.04 During the ninety (90) calendar day trial period, the Employer will evaluate the performance of the employee in the new position, this excludes winter break and summer recess; employees working twelve months are an exception. If the performance is unsatisfactory or the employee does not qualify in his/her new position, written notice including reasons will be submitted to the employee and the employee will revert to his/her prior position and location. Should the employee disagree with the action taken, the matter may become a proper subject for the grievance procedure beginning at Step 3.

19.05 During the trial period, the employee will receive the rate of pay of the job that is being performed.

ARTICLE 20 - TEMPORARY CLASSIFICATION ASSIGNMENTS

- 20.01 If an employee is temporarily assigned by the employer to a lower classification according to rates of pay than that in which he/she is regularly assigned, no reduction in pay will result. If an employee is temporarily placed in a higher classification for five (5) days, according to rates of pay than that in which he/she is regularly assigned, the affected employee will receive the rate of pay of the higher classification for time spent. The employee will be responsible to have his/her time card marked for the higher rate for the time that is involved. Failure to properly note the time card as described above will result in forfeiture of the entitlement.

ARTICLE 21 – SICK LEAVE / PERSONAL LEAVE

- 21.01 Individuals employed on the September count date will be eligible for this benefit.
- 21.01.01 Employees in K-12 who work a schedule less than 20 hours per week are eligible for a one hundred dollar (\$100) stipend
- 21.01.02 Employees in Child Care who work a scheduled 20 hours or less per week are entitled to a one hundred dollar (\$100) stipend
- 21.01.03 Employees who work in both K-12 and Child Care for a scheduled 20 or less hours per week will be entitled to a one hundred dollar (\$100) stipend.
- 21.01.04 Employees who work in both K-12 and Child Care for more than 20 scheduled hours per week combined will be entitled to a two hundred dollar (\$200) stipend.

INSURANCE STIPEND

- 21.02 All K-12 employees and Childcare Services employees employed on the February count date regardless of hours worked will receive a two hundred twenty five (\$225.00) dollar stipend in each year of the contract.
- 21.03 In the event that a State or National Health Insurance Act becomes law during the period this Agreement is in force, it is agreed that those provisions of the Agreement affected by the new law shall be renegotiated.

ARTICLE 22 - LEAVES OF ABSENCE WITHOUT PAY

- 22.01 Upon written request, leaves of absence without pay for reasonable periods of time, not to exceed one (1) year, may be granted at the sole discretion of the Superintendent without loss of seniority, which will accrue for one (1) year for medical reasons, both personal illness and illness within the employee's immediate family with proper documentation for need from a physician, and for educational purposes that would accrue a mutual benefit to both the employee and the Employer. Other leaves of absence (such as vacation, etc.) without pay for reasonable periods of time not to exceed one (1) year may be granted, without loss of seniority, for good cause.

Leaves under this Section may be extended for like cause, but in any event; seniority will accrue for only one (1) year.

- 22.01.01 If an employee on personal leave is absent for ninety (90) consecutive calendar days, his/her position will no longer be guaranteed and he/she will bump into the unit according to seniority by displacing the lowest seniority person in his/her classification if a vacancy is not currently available.

ARTICLE 23 - SICK LEAVE

- 23.01 Each K-12 employee working a scheduled 20 hours or more per week (more than 20 in childcare) will earn one (1) day sick leave per month. Probationary employees will accumulate sick leave allowance during their probationary periods but may not utilize such leave until attaining seniority. An employee not on probation for the first time in the system may draw on his/her sick leave bank. Sick leave will accumulate at a rate of one (1) day per month during the work period.

- 23.01.01 To be eligible for sick leave pay; an Employee shall notify his/her immediate supervisor, by means to be determined by the employer, of the expected absence no less than one (1) hour prior to the commencement of their assigned shift or run. In proper cases, the Employer may make exceptions.

- 23.02 All unused sick leave allowance days shall be placed at the end of the fiscal year in the employee's accumulative sick leave bank.

- 23.02.01 Sick leave will be taken in ½ day and full day increments only.

- 23.03 Absences chargeable to sick leave:

- 23.03.01 Personal illness.

- 23.03.02 Sick days may be used for emergency illness in the immediate family when necessary care cannot otherwise be arranged.

Such leave shall not extend beyond ten (10) working days to employ suitable care. Extenuating circumstances will be considered.

- 23.03.02.01 Emergency illness and necessity of travel:

Emergency illness in the immediate family shall be determined by the distance between the employee's residence and the location of the family member, provided necessary care is being offered.

200 miles or less	2 days
200-500 miles	4 days
500 miles or more	5 days

Such leaves are for serious and terminal conditions and if requested, proof must be provided to the Director for Personnel. Immediate family shall be

interpreted as: mother, father, husband/wife, child, sister, brother, grandparents, grandchild, son-in-law/daughter-in-law; or a member of the family unit living in the employee's household.

23.03.02.02 Employees will lose no time or pay and will not be charged any sick leave for any required employer visits or return visits to the employer's medical clinic or employee's treating physician.

23.03.03 Quarantine.

23.04 Any employee within this contract shall be required to provide written evidence from a physician (MD or DO) or Chiropractic doctor as to the condition of the health of the employee after five (5) days sick leave are utilized on consecutive working days or as requested by the employer for cause.

23.05 When an employee retires from the district they shall be paid for any accumulated unused sick leave time. Retirement pay for unused sick leave days will be based on the employee's current hourly rate and number of hours worked per day at the time of retirement. The payout will be as follows: Employees with ten (10) years or more of service with the L'Anse Creuse Public Schools will be paid 20% of their daily wage for each unused sick day up to a maximum of fifty (50) days

ARTICLE 24 - School Closures

24.01 All K-12 employees and childcare services employees will receive up to two (2) paid days in the event of school closures due to inclement weather or other circumstances beyond the control of the district.

24.02 The school closures due to inclement weather or other circumstances beyond the control of the district will be paid at the employees regular pay rate and regular scheduled hours.

24.03 Due to the problems inherent when closing schools during the school day due to an Act of God, a sequential time release of personnel will be required and will not be a matter of extra remuneration or compensatory time granted to those released last, or in fact not released until the regular close of the work day. Such a release timetable will be determined and announced by the Central Administration.

ARTICLE 25 - BUSINESS LEAVE

- 25.01 Each K-12 employee working a scheduled 20 hours or more per week (more than 20 hours per week in childcare) will be granted two (2) personal leave days per fiscal school year for which there will be no loss of pay or benefits. The personal leave day may be used for legitimate personal business that cannot be met outside the employee's workday. Personal business means an activity that requires the employee's presence during his/her normal workday and is of such a nature that it cannot be attended to at a time other than when he/she is scheduled to work. Employees shall take business leave days in one-half (1/2) or full-day increments. Unused personal leave days shall be converted to sick days the following year and will be allowed to accumulate as sick days.
- 25.02 The request for business leave shall be in writing with at least two (2) days advance notice except in cases of emergency.
- 25.03 **Examples of acceptable uses of business leave are:**
- 25.03.01 The closing of purchase or sale of the employee's permanent residence or real property.
- 25.03.02 Graduation of the employee's children from high school or college.
- 25.03.03 A serious fire at the home of the employee.
- 25.03.04 Moving of the employee's household goods from his/her old residence to his/her new residence.
- 25.04 **Examples of unacceptable uses of business leave are:**
- 25.04.01 Hunting and fishing and other recreational pursuits.
- 25.04.02 Political or social functions.
- 25.04.03 Seeking other employment.
- 25.04.04 Other employment.
- 25.04.05 Child Care.
- 25.04.06 Shopping.
- 25.05 The Director for Personnel or designee shall determine the merits of all requests for use of business leave and may refuse or disallow the use of business leave if evidence indicates that such action should be taken.
- 25.06 Personal business days may not be used immediately prior to or subsequent to paid holidays or vacation periods except in cases of extenuating circumstances and approved by the Director for Personnel.

25.07 Unused personal leave days from the previous contract year shall be credited as sick leave days at the beginning of the next contract year.

ARTICLE 26 - JURY DUTY

26.01 The school district shall pay an employee who is called for jury duty, the difference between the amount paid by the jury and the regular amount paid the employee if either the employee or the Superintendent is unable to get the employee excused from this duty. Hours beyond eight (8) per day or forty (40) per week not included. Employees released from jury duty prior to the completion of their workday will report to work.

ARTICLE 27 - FUNERAL LEAVE

27.01 It is the intention that bereavement time be utilized for the purpose of making funeral arrangements and to attend funeral proceedings. Staff will receive five (5) days for a death of a member of the immediate family of the employee or employee's spouse (immediate family will be interpreted as: mother, father, husband/wife, child, step parent or step children of the employee. Three (3) days will be granted for the employee or employee's spouse siblings, grandparents, or grandchild. Any additional days deemed necessary by the employee up to two (2) days will be taken as a personal business day or charged to sick leave. One (1) working-day leaves will be granted for funerals of other than those persons defined above and will be taken as personal business days or charged to sick leave.

ARTICLE 28 - LEAVES

28.01 ILLNESS AND DISABILITY

Each K-12 employee working a scheduled 20 hours or more (more than 20 in Childcare Services) will earn one (1) sick day leave per month. The leave days shall be used by unit employees for illness and disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions.

28.02 If an employee lacks sufficient sick days during the disability period she/he will be placed on leave of absence.

28.03 An employee may request a childcare leave following a birth for up to one (1) calendar year.

28.04 A pregnancy related prospective disability will require immediate notification to the supervisor with the employee's physician's verification as to well-

being, work-ability, and anticipated leave dates, and accompanied by a child care leave request if the employee desires such.

- 28.05 Requests for disability leaves and child care leaves must be made to the Personnel Office at least sixty (60) days prior to the leave.
- 28.06 An employee returning to work following disability must be certified by the treating physician as fit to return to the full work assignment.
- 28.07 The Board of Education may grant an employee adopting pre-kindergartner a childcare leave for up to one (1) year.
- 28.08 Seniority accrues for up to one (1) year while an employee is on unpaid leave of absence.
- 28.09 Probationary employees are not eligible for unpaid leaves of absence.
- 28.10 An employee on a leave of absence for a period of time of ninety (90) calendar days or less shall return to the position from which he/she requested the leave.
- 28.11 An employee on leave of absence for a period exceeding ninety (90) calendar days will no longer be guaranteed his/her prior position and will bump into the unit according to seniority by displacing the lowest seniority person in his/her classification if a vacancy is not currently available.

An employee returning from leave shall give written notification to the Personnel Office at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the lay-off and recall procedure.
- 28.12 FMLA rules and regulations apply to any applicable unpaid leaves.

ARTICLE 29 - LEAVE FOR UNION BUSINESS

- 29.01 Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer will be granted, at the written request of the employee, leaves of absence for periods not to exceed two (2) years or the term of office. Such leaves may be renewed upon written request of the employee. The employee's seniority will accrue to one (1) year and at that time it will be frozen until the employee returns to work with the Employer.

ARTICLE 30 - HOLIDAYS

- 30.01 The following shall be paid holidays under this contract: Christmas Day, New Year's Eve Day, and New Year's Day. Employees eligible shall receive straight time pay as holiday pay.
- 30.02 The employee to receive holiday pay must have worked their full shift of the last scheduled workday for his/her classification prior to the holiday and their full shift of the first scheduled workday for his/her classification following the holiday.

ARTICLE 31 - UNION BULLETIN BOARDS

- 31.01 The Union may use bulletin board space provided by the Employer for the Union use in each building.

ARTICLE 32 – WORK HOURS/OVERTIME

- 32.01 Overtime will be paid at the rate of time and a half. Overtime will be paid after forty (40) hours per week.
- 32.02 Extra time shall be offered to regular employees when regular employees are available.
- 32.03 Overtime work at employee's option - overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work except when the Superintendent shall declare an emergency.
- 32.04 Employees attending mandatory in-services or staff meetings shall be paid their regular hourly rate for the time they attend.
 - 32.04.01 Mandatory meetings cannot exceed one per month and employees shall be given at least 24-hour notice of such mandatory meetings.
- 32.05 Student Medical Assistance: AFSCME 1993 unit members who assist with student medical concerns as designated by the district will be compensated as follows:
 - (a) Employees selected by the district who are trained for specific students and have daily duties such as diabetic testing, insulin administration, breathing treatments, etc shall be compensated an extra fifty cents (\$.50) per hour while performing these duties.
 - (b) Employees selected by the district who are trained for possible medical assistance on an as needed basis for designated students in areas such as

EpiPens, seizure response, etc will be compensated with a one time \$100.00 stipend for the school year.

(c) Employees will be provided the necessary training by a qualified medical professional.

32.06 All Childcare Teachers and Preschool Teachers shall attend one (1) assigned evening Open House per year and all Parent Orientation assigned evenings (1 or 2) as dictated by the assigned teaching schedule. Childcare Teachers and Preschool Teachers will be compensated at their regular hourly rate or as required by Article 32.01 for their attendance. Participation in additional activities beyond the regular work day is voluntary and not subject to the evaluation process. Classroom aides are not required nor compensated to attend Open House or Orientation evenings.

32.07 Preschool Teachers are required to hold a parent conference with each parent during the day as scheduled in the calendar or required by accreditation/grants. Preschool teachers will be compensated fifteen (15) minutes per child for report card/portfolio completion and fifteen (15) minutes per student conference. Classroom aides are not required nor compensated to attend student conferences.

32.08 Teachers and aides employed under the Great Start Readiness Program (GSRP) will follow the program requirements as outlined in the implementation model per grant requirements.

32.09 The school district and the union will form a subcommittee to review and recommend job descriptions for the classifications as listed in Attachment "A" of the current contract. The final job description will be completed by December 31, 2009.

ARTICLE 33 – EMPLOYEE EVALUATION

33.01 (a) Probationary Employees shall be evaluated a minimum of one (1) time during the ninety (90) calendar day probationary period. Employees shall be evaluated annually for the first three (3) years they remain in the same position. The Employee shall be evaluated once every three (3) years thereafter.

(b) Evaluations shall be conducted by the Employee's building and/or immediate administrator and shall be submitted to the Personnel Office upon completion.

(c) It is recognized that signing the evaluation form does not necessarily indicate agreement with the evaluation. In the event that the Employee feels the evaluation was incomplete or unjust, the Employee may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. Each Employee shall be given his/her personal copy of each evaluation at the evaluation conference.

(d) The district and the union will form a subcommittee to review and recommend the employee evaluation instruments. The evaluation instruments will be completed by June 30, 2010.

(e) The district and the union will meet upon request of either party to revise any changes to the performance assessment documents as established by this article.

ARTICLE 34 – LIFE INSURANCE PROTECTION

34.01 The Board shall provide without cost to the K-12 employees who work a scheduled twenty (20) or more hours per week (childcare employees more than twenty (20) hours per week), group life insurance protection in the amount of twenty five thousand dollars (\$25,000). For those K-12 employees who work less than twenty (20) hours per week (childcare employees twenty (20) hours per week or less), the Board shall provide group life insurance in the amount of ten thousand dollars (\$10,000). Each employee is entitled to only one (1) policy regardless of combined hours. It is the employee's responsibility to process with administration the required participation forms. If the forms are not returned within 30 days of date of hire or during open enrollment period, it will be considered an "opt out" of the program, and the employee will not be eligible until the next open enrollment period (November). It is the responsibility of Administration to inform the new hires of the insurance forms and to alert him/her of the date the form is to be returned.

ARTICLE 35 - PROTECTION OF EMPLOYEES

35.01 Any case of assault upon an employee, which has its inception in a school-centered problem, shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the employee involved may request the assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the employee making such request justifies any assistance from the Board and the extent thereof.

35.02 If any employee is complained against or sued by reason of disciplinary action to a student, as specified in the General School Laws, the employee may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the employee making such request justifies any assistance from the Board and the extent thereof.

ARTICLE 36 - HEALTH AND SAFETY

The Board of Education recognizes its responsibility to provide safe and healthful working conditions, and the Union recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

36.01 Complaint Procedure:

36.01.01 It shall be the responsibility of the employee to report any known unsafe operation to his/her immediate supervisor.

36.01.02 The immediate supervisor will respond to the complaint within five (5) working days.

ARTICLE 37 - SEPARATION CLAUSE

37.01 If any provision of this Agreement or any application of this Agreement to any employee or group of employees hereunder shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE 38 - DURATION OF AGREEMENT

38.01 This Agreement shall be in full force and effect from July 1, 2009 and shall continue in full force and in effect until midnight of June 30, 2011, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

38.01.01 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date; which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives:

LOCAL UNION # 1993 - AFSCME
COUNCIL # 25 - AFL - CIO

BOARD OF EDUCATION OF THE
L'ANSE CREUSE PUBLIC SCHOOLS
SCHOOL DISTRICT

BY: _____
Local #1993 President

BY: _____
Board of Education President

BY: _____
Council #25 Representative

BY: _____
Board of Education Vice-President

BY: _____
Negotiating Committee

BY: _____
Chief Negotiator

BY: _____
Negotiating Committee

BY: _____
Negotiating Committee

BY: _____
Negotiating Committee

BY: _____
Negotiating Committee

BY: _____
Negotiating Committee

BY: _____
Negotiating Committee

BY: _____
Secretary Local #1993

Date: _____

Date: _____

Attachment "A" Job Classifications K-12 Employees

Paraprofessionals

Community Service Learning Paraprofessional

ELL Paraprofessional

Instructional Paraprofessional:

- General Education Elementary/Middle School
- Special Education
- SHAIR Tutor
- High School Paraprofessional (Math, Science, English, Fine Arts, Social Studies)
- Computer Paraprofessional

Orton Gillingham Paraprofessional

Reader/Writer Paraprofessional

Special Needs Paraprofessional

Career Resource Paraprofessional

Aides

Classroom Aides:

- Kindergarten Aide
- Commercial Foods Aide (Pankow)
- Community Service Learning Aide
- Childcare Aide (Pankow)
- Elementary Aides

Supervisory Aide (Parking Lot, Library, Halls)

Student Assistance Aide

Lunchroom Aide

Crossing Guard

Early Childhood Department

Childcare Teacher

Preschool Teacher

Classroom Aides:

- Childcare Aide (Early Childhood Dept.)
- Preschool Aide (Early Childhood Dept.)
- Associate Teacher (Early Childhood Dept.)

SACC Department

SACC Site Director

SACC Caregiver

Attachment "B"
Mileage Reimbursement
AFSCME Local #1993 Employees

Mileage reimbursement for AFSCME Local #1993 employees for the usage of their personal vehicles for approved company business will be reimbursed in accordance with the IRS standards.

Attachment “C” Listed Offenses

Mandatory Disclosure to the Department of Education and School Administration

When a member of the Bargaining Unit who has had an initial criminal history check, regardless of the outcome, is subsequently **charged** with one or more of the following types of offenses (whether under Michigan, another state’s, or federal law), the person must, within three days of being arraigned for the offense or offenses, report to the state Department of Education and the administration of the school involved, on an approved form, that he or she has been charged with the following offense or offenses.

- (a) Any felony.
- (b) Any of the following misdemeanors:
 - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
 - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
 - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
 - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410 (drug dealing to minors or near schools).
 - (v) A violation of section 115, 141a, 145a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, MCL 750.141a, 750.145a, 750.335a, and 750.359, or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
 - Breaking and entering;
 - Consumption of alcohol/drugs by minors and at social gatherings;
 - Soliciting a child for immoral purposes;
 - Indecent exposure;
 - Theft or defacing of construction materials;
 - Domestic assault and battery;
 - Assault; and
 - Internet use for purpose of committing a crime against a minor.
 - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
 - (vii) Any misdemeanor that is a listed offense – sex related offense.
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

Failure to comply with this provision may result in discipline up to and including discharge.

AFSCME Local 1993

Salary Paid *

Employment Area 2009-2010

Bilingual Aides (ELL), Career Resource Specialist Parapros, Computer Parapros, Instructional Parapros (Title 1), Writer Aides, Reader Aides, H. S. Parapros (Math/Eng/SS)

13.50

Supervisory Aides (Parking Lot, Hall, Library), Commercial Foods Aide, Childcare Aide

Step 1	12.90
Step 2	13.27
Step 3	13.46
Step 4	13.75

Community Service Learning Aide

11.26

Kindergarten Aides, Elementary Aides, Crossing Guards, Lunchroom Aides, Student Assistant

10.45

Community Service Parapros, Special Education Parapros, Special Needs Parapros, Orton Gillingham, SHAIR Tutor

Step 1	14.48
Step 2	14.78
Step 3	15.09
Step 4	15.39

*

- A one time 3% off scale wage increase computed on the employee's base salary for the 2008-2009 work year. 2% payable within 30 days of ratification for all active Local 1993 members and 1% payable the first pay in July, 2010 for all active Local 1993 members.
- New AFSCME 1993 members hired on or after August 31, 2009 will receive a 10% (ten percent) reduction in their hourly wage based on the current 2009-2010 wage scales.
- 2010-2011 wage, benefits and classification reopener.

All current and new AFSCME 1993 employees will be required to sign up for payroll direct deposit within 30 days of contract ratification. Special situations will be handled on a case-by-case basis.

Aides

SACC Aides	2009-2010		
Step 1	8.90		
Step 2	9.42		
Step 3	9.97		
Step 4	10.52		
Step 5	11.03		

Classroom Aides (Childcare, Preschool, Associate Teachers)

	2009-2010		
Step 1	9.70		
Step 2	10.29		
Step 3	10.92		
Step 4	11.52		
Step 5	12.13		

Childcare Teachers

	2009-2010		
Step 1	12.26		
Step 2	12.96		
Step 3	13.64		
Step 4	14.32		
Step 5	14.95		

Preschool Teachers

	2009-2010		
Step 1	18.19		
Step 2	18.78		
Step 3	19.41		
Step 4	20.00		
Step 5	20.62		

SACC Site Directors

	2009-2010		
Step 1	13.34		
Step 2	13.95		
Step 3	14.54		
Step 4	15.16		
Step 5	15.75		

LETTER OF UNDERSTANDING

BETWEEN

L'ANSE CREUSE PUBLIC SCHOOLS
AND
LOCAL 1993, AFFILIATED WITH MICHIGAN COUNCIL 25
OF THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

L'Anse Creuse Public Schools (the "District") and Local 1993, Affiliated with Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Employees") hereby agree to the following Letter of Understanding:

RETROACTIVE LONGEVITY PAYMENT

The parties agree, that upon ratification of the Agreement by both parties the School District shall provide retroactive longevity bonuses that shall not increase beyond an employee's existing level to those employees who had been receiving such benefits prior to their being affiliated with AFSCME, in accordance with the following rates:

Ten (10) completed years	\$300.00
Fifteen (15) completed years	\$400.00
Twenty (20) completed years	\$500.00

L'ANSE CREUSE PUBLIC SCHOOLS

LOCAL 1993, AFFILIATED WITH
MICHIGAN AFSCME COUNCIL
25 OF THE AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

Signature on file

Signature on file

Signature on file

Signature on file

LETTER OF UNDERSTANDING

between

L'Anse Creuse Public Schools

and

**AFSCME LOCAL 1993
Council 25 AFL-CIO**

L'Anse Creuse Public Schools (the "District) and Local 1993, Affiliated with Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Employees") hereby agree to the following Letter of Understanding:

RE: MAINTENANCE OF EMPLOYEE'S BENEFITS AND WAGES

The parties agree that the following listed employees shall not lose benefits as a result of entering into this collective bargaining agreement. Specifically, the listed employee shall be entitled to one (1) week of paid vacation leave each calendar year while in their current position of Childcare Teacher (52 weeks).

Christine Kaczorowski – Burdi Center
Annette Manley – Burdi Center

L'Anse Creuse Public Schools:

AFSCME, Council 25, Local 1993:

Signature

Signature

Date

Date

Signature

Signature

Date

Date

Signature

Date

GLM/rb 9-3-09
Parapros-Aides/Letter of Agreement-Understanding
Maintenance Benefits & Wages-Burdi

LETTER OF UNDERSTANDING

between

L'Anse Creuse Public Schools

and

AFSCME LOCAL 1993

Council 25 AFL-CIO

L'Anse Creuse Public Schools (the "District) and Local 1993, Affiliated with Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Employees") hereby agree to the following Letter of Understanding:

RE: MAINTENANCE OF EMPLOYEE'S BENEFITS AND WAGES

The parties agree that the following listed employees shall not lose benefits as provided in the document entitled "Special Education Paraprofessionals Salary Schedule and Fringe Benefits, September 1, 2000 – August 31, 2003" as a result of entering into this collective bargaining agreement. These benefits are only applicable while in the position of Special Education Paraprofessional.

Betts, Pamela
Conrad, Jeanette
Kramer, Maryann
Regal, Sandra

Briggs, Tammy
DeSmith, Debbie
Lang, Lisa

Chauvin, Denise
Dettloff, Susan
McCormick, Pamela

Conger, Merrilee
Farnsworth, Carol
Pilarski, Sandra

L'Anse Creuse Public Schools:

AFSCME, Council 25, Local 1993:

Signature

Signature

Date

Date

Signature

Signature

Date

Date

Signature

Date

GLM/rb 9-3-09
Parapros-Aides/Letter of Agreement-Understanding
Maintenance Benefits & Wages

LETTER OF UNDERSTANDING

between

L'Anse Creuse Public Schools

and

AFSCME LOCAL 1993

Council 25 AFL-CIO

L'Anse Creuse Public Schools (the "District") and Local 1993, Affiliated with Michigan Council 25 of the American Federation of State, County, and Municipal Employees, AFL-CIO (the "Employees") hereby agree to the following Letter of Understanding:

RE: Employees whose classifications and pay rates have been consolidated shall continue to be paid at their rate if such rate is higher than that of the consolidated classification pay rate. It is agreed that the affected employees shall be eligible for any future increases negotiated between the Union and the District. The Employer and Union will meet to resolve any questions that may arise concerning seniority or rates of pay.

The following employees are covered under this Letter of Understanding: Denise Komarowski, Cindy Lemmon, Paulette LoGrasso, Cindy McDaniel, Deborah Kehrig, Marie Lamberson, Christine Kotylo, Deborah Malik, Nancy Abdilla, Janice Marentette, and Kimberley Johnson

L'Anse Creuse Public Schools:

AFSCME, Council 25, Local 1993:

Signature

Signature

Date

Date

Signature

Signature

Date

Date

Signature

Date

GLM/rb 9-28-09
Support Services/Letter of Agreement-Understanding
Consolidated Pay Rate