



## **AGREEMENT**

BETWEEN

**L'ANSE CREUSE BOARD OF EDUCATION**

AND

**L'ANSE CREUSE  
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
MEA - NEA, LOCAL 1 - 6 E**

**June 23, 2020 – June 30, 2022**

L'Anse Creuse Public Schools  
24076 F.V. Pankow Blvd.  
Clinton Township, MI 48036-1304  
(586) 783-6300

**L'ANSE CREUSE PUBLIC SCHOOLS  
2020 – 2022  
L'ANSE CREUSE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION CONTRACT**

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THIS AGREEMENT made on June 23, 2020 by and between the Board of Education of the L'Anse Creuse Public School District, Macomb County, Michigan, hereinafter called the "Board" and the L'Anse Creuse Educational Support Personnel Association, hereinafter called the "Association".

WHEREAS the laws of the State of Michigan (Act 379, P. A. 1965) authorize collective bargaining between public employers and their Employees with respect to hours, wages, and terms and conditions of employment.

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto agree as follows:

## **ARTICLE I**

### **RECOGNITION**

The Board recognizes the L'Anse Creuse Educational Support Personnel Association as the exclusive bargaining representative for Office Employee Personnel including all Business Office Personnel, Secretaries, and Clerk/ Secretaries employed by the Board, excluding the positions of Administrative Assistant to the Superintendent, Accountant, Director of Finance, Administrative Assistant to the Assistant Superintendent for Business & Operations, Benefits Facilitator, one Administrative Assistant to the Assistant Superintendent for Human Resources, Administrative Assistant to the Assistant Superintendent of Elementary/Assistant Superintendent of Secondary Education.

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 hereinafter in this Agreement, it shall mean the person holding that title or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement. Any reference to an administrator in the Agreement shall mean the person holding that administrative position or any person in the administrative team to whom he/she may delegate the responsibility referred to in this Agreement.

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining and negotiating unit as above defined including female and male employees.

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## **ARTICLE II**

### **MANAGEMENT RIGHTS**

(a) 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:

1. Manage and control its business, its equipment, and its operation and to direct the working forces and affairs of the L'Anse Creuse Public School District.
2. 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.
3. 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.
4. 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. Adopt reasonable rules and regulations but not in conflict with the provisions of this Agreement.
6. Determine the qualifications of employees.
7. 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, and subdivisions, buildings, or other facilities.
8. Determine the placement of operations, service, maintenance or assignment of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures.
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.
11. Determine the policy affecting the selection and training of employees but not in conflict with the provisions of this Agreement.

**(b)** The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

**(c)** The matters contained in this Agreement and/or exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

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## ARTICLE III

### **ASSOCIATION AND EMPLOYEE RIGHTS**

(a) The Board agrees to furnish the Association in response to reasonable requests to the Superintendent of Schools such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Association in developing intelligent, accurate, informal, and constructive programs on behalf of the employees.

(b) The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the School District. The Association agrees that all of its Association activities will be conducted so as not to interfere with the duties and obligations of employees.

(c) Off-street parking facilities shall be provided all employees.

(d) The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or Association with any employee organization.

(e) An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the district will not exceed three hundred and fifty dollars (\$350.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance coverage.

Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the employee of his/her rights.

Any time lost by an employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.

(f) The Association shall have the right to post notices of activities and matters of Association concern on an office bulletin board in each building. The Association will be allowed the use of the inter-district mail service for communication to its membership.

(g) The contract will be provided in electronic form to the Union leadership and members.

(h) Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the IRS.

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## ARTICLE IV

### **STRIKES**

Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Association agrees to no strike defines in Section 1 of Public Act 379, will be voted, condoned, authorized or undertaken by its members within the life of this Agreement, and that any employee engaging in a concerted work stoppage, authorized or unauthorized by the Association in the L'Anse Creuse Public Schools school district or any of its schools will be subject to dismissal according to statutory provisions.

\*\*\*\*\*

## ARTICLE V

### **WORKDAY/WORKWEEK**

(a) The workday/workweek for all full-time personnel will be standardized (excluding lunch time) to:

37.5 hours per week or 7.5 hours per day.

(b) Relief time/Break – A full-time employee shall be provided a paid fifteen (15) minute break period in the morning and in the afternoon. A six (6) hour employee shall be provided one (1) fifteen (15) minute break during the workday.

(c) An employee may request a lunch period between thirty (30) minutes and sixty (60) minutes (incorporating the two 15 minutes of break time) at the beginning of each school year on an annual basis; however, 30 minutes will be unpaid. The determination shall be made by the building and/or immediate administrator.

(d) Employees may leave the building during their lunch period.

(e) Under normal conditions a place will be provided for employees to eat if they choose to eat in the building.

(f) Lunch/breaks cannot be taken, on a regular basis, at the beginning or end of the work day.

(g) Without reduction in the weekly gross earnings of employees, the uniform work hours for all Group C and Group B regularly scheduled employees during the month of July shall include a one-half (1/2) hour early release time.

(h) By mutual agreement with the immediate supervisor and the Superintendent, a workday flex schedule may be established on an annual basis at the beginning of the school year.

(i) Workweek (Part-time): The Board shall employ no greater than thirteen (13) part-time employees. Part-time employees shall be those employees whose work day is less than the standard workday as defined in this Agreement. Part-time employees shall work six (6) hours **or less** per day according to the Group A work calendar.

The Board shall provide part-time employees all contractual benefits pro-rated on a full-time basis.

1. Any additional part-time positions would require mutual agreement by the Association and the Board.
2. All part-time positions will be posted according to procedures outlined in ARTICLE XXIII, VACANCIES, including location and hours of work.
3. A current full-time position shall not be reduced to a part-time position without an agreement by the Association and the Board.
4. Group Life Insurance protection in the amount of \$30,000 with additional \$30,000 accidental death and dismemberment insurance that will be paid to the Employee's beneficiary.
5. Part-time employees shall be covered by all other Articles in this current Agreement.
6. If a part-time employee is requested to work beyond their contractual workday or workweek, they shall be paid at their current hourly rate for those hours worked up to 40 hours per week.

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## **ARTICLE VI**

### **WORK WEEKS**

- (a) Group C Employees shall work according to the calendar in "Attachment C".
- (b) The number of weeks for Elementary and Secondary Secretaries will be according to the calendar included in "Attachment C".
- (c) The number of weeks for Clerk/Secretary will be according to the calendar included in "Attachment C".
- (d) Group A and Group B Employees who voluntarily work beyond their regularly scheduled work weeks shall be entitled to all benefits (such as vacations, holidays, and PTO accumulation) as set forth in this Agreement prorated only on the number of weeks worked beyond their regularly scheduled work year.
- (e) The number of days worked after the last student day and before the first student day of the school year may deviate from the mutually agreed upon calendar provided there is mutual agreement between the supervisor and the employee. The total number of workdays after the last student day and before the first student day shall not deviate from the mutually agreed upon calendar.

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## **ARTICLE VII**

### **OVERTIME**

- (a) Upon the approval of the immediate supervisor, overtime will be paid at the rate of time and one-half. Overtime shall be paid after forty (40) hours per week worked.

1. Sundays – when requested by the immediate supervisor - double time
2. Holidays – When requested by the immediate supervisor - double time plus regular holiday pay = triple time
3. Paid Days –When requested by the immediate supervisor - time and one-half plus regular pay = double and one-half time. Paid days off are those days listed on the Agreement calendar schedule and are exclusive of those days designated as Holidays in ARTICLE XI, HOLIDAYS, (page 12) and exclusive of vacation days.

If any employee requests to work on a Sunday or Holiday at their convenience and when requested by the immediate supervisor to work overtime at other times, than listed above, he/she will be paid at the rate of time and one-half, for any hours worked over forty (40)

**(b)** An employee shall not be required by his/her supervisor to work through his/her lunch period except in an emergency situation. If so required to work, he/she shall receive time and one-half pay if his/her workday is in excess of eight (8) hours.

**(c)** Paid days off are days listed in the calendar schedule, "Attachment C" and are exclusive of those days that are designated as HOLIDAYS, in ARTICLE XI, and exclusive of vacation days. Paid days off shall be paid to eligible employees as they occur.

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## **ARTICLE VIII**

### **SALARY SCHEDULES**

**(a)** All bargaining unit members will step on the salary schedule as indicated below:

2019-2020 All returning members employed at the start of the 2020-2021 school year shall receive an off-schedule payment in the amount of \$260.00 on the first pay of October 2020.

2020-2021 All members hired prior to the 2020-2021 school year that worked at least sixty (60) school days in the 2019-2020 school year shall take one full step at the beginning of the 2020-2021 school year. Total amount of step pay will be spread evenly over all of the 2020-2021 pay periods.

An additional \$0.50 on schedule for all steps and classifications, retroactive to the start of the 2020-2021 contractual work year, with payout no later than the end of the 2020-2021 contractual work year.

Given the 2020-2021 unaudited general fund balance as of June 15, 2021 is 8% or higher, an additional \$0.10 on schedule on top step fourteen (14), retroactive to the start of the 2020-2021 contractual work year, as restoration for not receiving full step movement on the salary schedule in the 2011-2012, 2012-2013, 2013-2014, 2014-2015, and/or 2015-2016 school years and reduced or no longevity in those same years. Payout shall take place no later than the end of the 2020-2021 contractual work year.



All bargaining unit members not yet at the top of the salary schedule who worked in a clerical position and did not receive full step movement on the salary schedule in the 2011-2012, 2012-2013, 2013-2014, 2014-2015, and/or 2015-2016 school years will advance one additional step with full payout, retroactive to the start of the 2020-2021 contractual work year, with payout no later than the end of the 2020-2021 contractual work year.

\$100 off schedule payment to all bargaining unit members with payout no later than the end of the 2020-2021 contractual work year.

2021-2022 All members hired prior to the 2021-2022 school year that worked at least sixty (60) school days in the 2020-2021 school year shall take one full step on June 29, 2021. Total amount of step pay will be spread evenly over all of the 2021-2022 pay periods.

An additional \$0.50 on schedule for all steps and classifications at the beginning of the contractual work year, as reflected in the 2021-2022 salary schedule.

Given the 2020-2021 audited general fund balance for the year ending June 30, 2021 is 8% or higher, bargaining unit members will receive a \$200 off schedule payment, with payout the first pay in December 2021. This payment shall be prorated based on hire date, between the start of the 2021-2022 contractual work year and the date of the December 2021 payout.

Each year of the contract shall include Fall Wage Openers & Full Longevity Payments (Post: audit - budget approval, allows members to advance in steps).

| 2020-2021 | Class |       |       |       |       |
|-----------|-------|-------|-------|-------|-------|
| Step      | 1     | 2     | 3     | 4     | 5     |
| 1         | 12.20 | 12.62 | 13.41 | 14.21 | 15.06 |
| 1.5       | 12.26 | 12.87 | 13.67 | 14.49 | 15.36 |
| 2         | 12.50 | 13.12 | 13.93 | 14.77 | 15.65 |
| 2.5       | 12.73 | 13.37 | 14.19 | 15.05 | 15.94 |
| 3         | 12.97 | 13.61 | 14.45 | 15.32 | 16.23 |
| 3.5       | 13.21 | 13.86 | 14.72 | 15.60 | 16.52 |
| 4         | 13.44 | 14.11 | 14.98 | 15.88 | 16.82 |
| 4.5       | 13.68 | 14.36 | 15.24 | 16.16 | 17.11 |
| 5         | 13.92 | 14.60 | 15.50 | 16.43 | 17.40 |
| 5.5       | 14.15 | 14.85 | 15.76 | 16.71 | 17.71 |
| 6         | 14.39 | 15.10 | 16.02 | 16.99 | 17.98 |
| 6.5       | 14.62 | 15.34 | 16.28 | 17.26 | 18.27 |
| 7         | 14.87 | 15.62 | 16.57 | 17.57 | 18.56 |
| 7.5       | 15.10 | 15.84 | 16.80 | 17.82 | 18.86 |
| 8         | 15.34 | 16.09 | 17.06 | 18.10 | 19.15 |
| 8.5       | 15.53 | 16.33 | 17.32 | 18.37 | 19.40 |

|      |       |       |       |       |       |
|------|-------|-------|-------|-------|-------|
| 9    | 15.81 | 16.58 | 17.58 | 18.65 | 19.73 |
| 9.5  | 16.05 | 16.83 | 17.84 | 18.93 | 20.02 |
| 10   | 16.28 | 17.08 | 18.10 | 19.21 | 20.31 |
| 10.5 | 16.52 | 17.32 | 18.36 | 19.48 | 20.61 |
| 11   | 16.80 | 17.63 | 18.63 | 19.76 | 20.90 |
| 11.5 | 16.99 | 17.82 | 18.89 | 20.04 | 21.19 |
| 12   | 17.23 | 18.07 | 19.15 | 20.32 | 21.48 |
| 12.5 | 17.47 | 18.31 | 19.41 | 20.59 | 21.77 |
| 13   | 17.70 | 18.56 | 19.67 | 20.87 | 22.07 |
| 13.5 | 17.94 | 18.81 | 19.93 | 21.15 | 22.36 |
| 14   | 18.18 | 19.06 | 20.19 | 21.43 | 22.65 |

| Effective<br>2021-2022 | CLASS   |         |         |         |         |         |
|------------------------|---------|---------|---------|---------|---------|---------|
| STEP                   | 1       | 2       | 3       | 4       | 5       | 6       |
| 1                      | \$13.20 | \$13.62 | \$14.41 | \$15.21 | \$16.06 | \$16.91 |
| 1.5                    | \$13.26 | \$13.87 | \$14.67 | \$15.49 | \$16.36 | \$17.23 |
| 2                      | \$13.50 | \$14.12 | \$14.93 | \$15.77 | \$16.65 | \$17.53 |
| 2.5                    | \$13.73 | \$14.37 | \$15.19 | \$16.05 | \$16.94 | \$17.83 |
| 3                      | \$13.97 | \$14.61 | \$15.45 | \$16.32 | \$17.23 | \$18.14 |
| 3.5                    | \$14.21 | \$14.86 | \$15.72 | \$16.60 | \$17.52 | \$18.44 |
| 4                      | \$14.44 | \$15.11 | \$15.98 | \$16.88 | \$17.82 | \$18.76 |
| 4.5                    | \$14.68 | \$15.36 | \$16.24 | \$17.16 | \$18.11 | \$19.06 |
| 5                      | \$14.92 | \$15.60 | \$16.50 | \$17.43 | \$18.40 | \$19.37 |
| 5.5                    | \$15.15 | \$15.85 | \$16.76 | \$17.71 | \$18.71 | \$19.71 |
| 6                      | \$15.39 | \$16.10 | \$17.02 | \$17.99 | \$18.98 | \$19.97 |
| 6.5                    | \$15.62 | \$16.34 | \$17.28 | \$18.26 | \$19.27 | \$20.28 |
| 7                      | \$15.87 | \$16.62 | \$17.57 | \$18.57 | \$19.56 | \$20.55 |
| 7.5                    | \$16.10 | \$16.84 | \$17.80 | \$18.82 | \$19.86 | \$20.90 |
| 8                      | \$16.34 | \$17.09 | \$18.06 | \$19.10 | \$20.15 | \$21.20 |
| 8.5                    | \$16.53 | \$17.33 | \$18.32 | \$19.37 | \$20.40 | \$21.43 |
| 9                      | \$16.81 | \$17.58 | \$18.58 | \$19.65 | \$20.73 | \$21.81 |
| 9.5                    | \$17.05 | \$17.83 | \$18.84 | \$19.93 | \$21.02 | \$22.11 |
| 10                     | \$17.28 | \$18.08 | \$19.10 | \$20.21 | \$21.31 | \$22.41 |
| 10.5                   | \$17.52 | \$18.32 | \$19.36 | \$20.48 | \$21.61 | \$22.74 |
| 11                     | \$17.80 | \$18.63 | \$19.63 | \$20.76 | \$21.90 | \$23.04 |
| 11.5                   | \$17.99 | \$18.82 | \$19.89 | \$21.04 | \$22.19 | \$23.34 |
| 12                     | \$18.23 | \$19.07 | \$20.15 | \$21.32 | \$22.48 | \$23.64 |
| 12.5                   | \$18.47 | \$19.31 | \$20.41 | \$21.59 | \$22.77 | \$23.95 |
| 13                     | \$18.70 | \$19.56 | \$20.67 | \$21.87 | \$23.07 | \$24.27 |
| 13.5                   | \$18.94 | \$19.81 | \$20.93 | \$22.15 | \$23.51 | \$24.86 |
| 14                     | \$19.28 | \$20.16 | \$21.29 | \$22.53 | \$23.75 | \$24.97 |

(b) All increments will be paid as follows:

1. Current employees covered by this contract, that worked at least 60 school days in the previous school year, will receive their step increment on July 1.

(c) All current and new clerical employee salary payments will be made by payroll direct deposit.

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## ARTICLE IX

### **CLASSIFICATION TITLES**

Group A – Employees shall work a minimum of 187 workdays.

Group B – Employees shall work a minimum of 203 workdays.

Group C – Year round employees shall work a minimum 242 workdays.

#### **CLASSIFICATION 1**

|                   | (Group)   |
|-------------------|---|
| Office Clerk      | (A) Pankow Center                                   |
| Clerk / Secretary | (A) Elementary Media Centers (reclassified 10-8-03) |
| Clerk / Secretary | (A) Middle School Media Center                      |
| Clerk / Secretary | (A) Media Center/Attendance HS                      |
| Clerk / Secretary | (A) Special Education                               |
| Office Clerk      | (C) Support Services                                |
| Clerk             | (A) Pellerin Center                                 |
| Clerk             | (C) Community Education                             |
| Clerk             | (A) Elementary Media Center / Special Ed            |

#### **CLASSIFICATION 2**

|                   | (Group)  |
|-------------------|--|
| Clerk / Secretary | (C) Administration (Human Resources Office)                        |
| Office Clerk      | (A) Elementary (reclassified 7-1-21)                               |
| Clerk/Secretary   | (A) Counseling (High School) (reclassified 7-1-21)                 |
| Clerk / Secretary | (A) Secondary Counseling (Middle School)<br>(reclassified 10-8-03) |
| Clerk / Secretary | (B) HS Records   |
| Office Clerk      | (B) Food Service   |
| Clerk / Secretary | (C) Pankow Center  |

#### **CLASSIFICATION 3**

|                          | (Group)                                |
|--------------------------|--|
| Secretary                | (B) Secondary Associate Principal      |
| Secretary                | (B) Pellerin Center                    |
| Secretary / Receptionist | (C) Maintenance / Warehouse Supervisor |
| Secretary                | (C) Community Education                |
| Secretary                | (B) Special Education                  |
| Secretary                | (B) JJC                                |

#### **CLASSIFICATION 4**

|                  | (Group)                                  |
|------------------|--|
| Secretary        | (B) Elementary, Secondary Principal      |
| Secretary        | (B) Senior Director for Pankow Center    |
| Accounts Payable | (C) Business / Operations (Bldg. & Site) |

|                               |     |   |
|-------------------------------|-----|---|
| Secretary                     | (C) | Student & Information Services                    |
| Bookkeeper                    | (B) | HS  |
| Secretary                     | (C) | Director for Special Education (re-class 2-11-11) |
| Bookkeeper/Secretary          | (B) | Food Service Supervisor                           |
| Secretary                     | (B) | Early Childhood Programs                          |
| Secretary                     | (B) | Pellerin Center                                   |
| Sub Teacher/Clerical Caller   | (B) | Administration                                    |
| Secretary for Benefits        | (C) | Human Resources Administration                    |
| Secretary                     | (C) | SACC/Summer Day Camp (re-class 2-25-19)           |
| Bookkeeper/Athletic Secretary | (B) | HS  |
| Secretary                     | (C) | Operations & Technology                           |
| Secretary                     | (C) | Transportation Supervisor (reclassified 7-1-21)   |

#### **CLASSIFICATION 5**

(Group)

|                      |     |   |
|----------------------|-----|---|
| Junior Payroll Clerk | (C) | Business / Operations (reclassified 7-1-21) |
| Secretary            | (C) | Curriculum & Instruction / Homeless Liaison |

#### **CLASSIFICATION 6**

(Group)

|                      |     |   |
|----------------------|-----|---|
| Senior Payroll Clerk | (C) | Business / Operations (reclassified 7-1-21) |
|----------------------|-----|---|

The following bargaining unit positions are listed as part of the 2016-2019 contract are not currently being filled. If these positions are reinstated, they would be bargaining unit positions:

|                         |     |                       |
|-------------------------|-----|-----------------------|
| Secretary               | (C) | Public Relations      |
| Senior Accounts Payable | (C) | Business / Operations |
| Receptionist            | (C) | Administration        |
| Bookkeeper              | (C) | Business / Operations |

The following bargaining unit positions are listed as part of the **1982-1984** contract and have not been addressed by Plante Moran, but are considered as bargaining unit positions by the Association:

|                          |                                     |
|--------------------------|-------------------------------------|
| Secretary / Receptionist | Business Office                     |
| Secretary / Receptionist | Employee & Public Relations Office  |
| Bookkeeping Assistant    | Business Office                     |
| Secretary                | Community Program Office            |
| Secretary                | Bld. Planning & Construction Office |
| Secretary                | Director, Department Of Instruction |

#### **1993-94 Contract:**

|                                 |     |                                 |
|---------------------------------|-----|---------------------------------|
| Payroll / Data Processing Asst. | (C) | Business / Operations, Class 3. |
|---------------------------------|-----|---------------------------------|

#### **1994-97 Contract:**

|                         |     |                                    |
|-------------------------|-----|------------------------------------|
| Second Secretary        | (C) | Asst. Supt / Personnel, Class 4    |
| Secretary               | (C) | Deputy Supt, Class 5               |
| Secretary               | (C) | Asst Supt / Comm. Service, Class 5 |
| Junior Accounts Payable | (C) | Business / Operations, Class 4     |

#### **2009-12 Contract:**

|              |     |                |
|--------------|-----|----------------|
| Office Clerk | (A) | Payroll        |
| Clerk        | (C) | Administration |

|                 |     |  |
|-----------------|-----|--|
| Clerk/Secretary | (B) | Food Service                               |
| Bookkeeper      | (B) | Voc/Tech Center                            |
| Bookkeeper      | (C) | Superintendent Office                      |
| Office Clerk    |     | Director for Assessments/Grants            |
| Office Clerk    |     | Director for Non-Instructional             |
| Office Clerk    |     | Asst. Supt./Personnel & Employee Relations |
| Office Clerk    |     | Director for Special Services              |
| Office Clerk    | (C) | Business Supervisor                        |
| Office Clerk    |     | HS Principal                               |
| Office Clerk    | (C) | Special Services                           |
| Clerk/Secretary | (C) | T & M Center                               |
| Secretary       | (C) | Asst. Supt./Personnel                      |

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## ARTICLE X

### **PROFESSIONAL RELATIONS COMMITTEE**

(a) The Association and the Board mutually agree to establish a Professional Relations Committee to study and discuss matters of interest and concern which fall within the provisions of this Agreement and personnel policies.

(b) The Committee shall not exceed eight (8) members: four (4) from the Association and four (4) from the Administration. The chairpersonship of the Committee shall be shared with one (1) co-chair from the Association and one (1) co-chair from the Board.

(c) The Committee shall meet within ten (10) working days by mutual agreement of the co-chairpersons. The operating procedures, other than those which appear in this article, shall be determined by the Committee and reflected in the minutes of the initial meeting.

(d) A response is due to those members who have asked for a review from the committee within thirty (30) working days of the meeting.

(e) The purpose of these meetings shall be to provide an improved working relationship between the parties. Areas for discussion shall include, but not be limited to, the following:

- Job classifications/reclassification
- Potential problems which may become grievances
- District policies
- District and Unit committees
- Layoffs, transfers, promotions, reassignments
- Job responsibilities
- Disabled Employee Accommodations (ADA)

(f) This Committee shall have no power to usurp the language or intent of the Master Agreement. Any changes in the Agreement shall be negotiated in the usual manner between the parties.

(g) In the case of grievable issues, the Association may at the conclusion of a Committee meeting declare that the Professional Relations Committee meeting has replaced step 1 of the Grievance Procedure. All timelines shall then be followed as described in ARTICLE XXXI, GRIEVANCE PROCEDURE of the Master Agreement.

(h) The Board of Education shall have whatever rights as stated under the law in regard to the Americans with Disabilities Act (ADA).

The Board and Association shall convene a meeting of the Professional Relations Committee to discuss what may be necessary to provide a suitable work situation for a disabled employee on a case by case basis.

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## ARTICLE XI

### HOLIDAYS

(a) Eligible employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based upon a normal workday. Probationary employees shall not receive holiday pay until they have completed their probationary period.

There will be a phase in of paid holidays for new employees hired after March 1, 2013. Each new employee will receive three (3) paid holidays off when hired and gain one (1) paid holiday for each year worked to a maximum of twelve (12). New group C employees will receive four (4) paid holidays when hired and gain one paid holiday for each year worked to a maximum of thirteen (13).

The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree to use an "as of" date of 12/31 to determine the additional holidays in the fifth year.

- Between one (1) and five (5) years in the Association will have the following four (4) paid holidays:
  - Thanksgiving Day
  - Christmas Day
  - Good Friday
  - Memorial Day
- Greater than five (5) years in the Association will have the following nine (9) paid holidays:
  - Labor Day
  - Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day
  - Good Friday
  - Mid-Winter (1 day)
  - Memorial Day
- All 52-week employees will receive Independence Day as a paid holiday
- The amount of "paid days off" remains unchanged and will be reflected in the calendar:
  - Group A – 14 days

- Group B – 14 days
- Group C – 9 days

(b) The employee must work, be on vacation leave, or on PTO based on the definition of illness the day before a holiday and the succeeding workday after a holiday in order to receive holiday pay. PTO time, not based on the definition of illness, shall be allowed before or after a holiday or break provided students are not in session.

(c) Holidays recognized by this Agreement that fall within the employee's vacation period shall not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day.

(d) Whenever any of the above holidays fall on a day that school is in session, the Employees affected shall work and the preceding or succeeding weekday not a holiday and not a day when school is in session will become the holiday.

(e) If the above is not possible, the two parties shall by mutual agreement determine another weekday that school is not in session to be the holiday for which the affected employees will be paid, and the employees affected will be paid straight time pay for work on the holiday indicated in Section (a) above.

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## ARTICLE XII

### VACATION PERIODS

(a) Employees in elementary and secondary buildings on less than twelve (12) month schedules shall be granted paid days off according to the bargaining unit calendar.

(b) Group C Employees shall be granted days according to ARTICLE XXXVIII, CONTRACT CALENDAR SCHEDULE Section (d) as their paid vacation time.

(c) An employee who is laid off or who resigns (giving two (2) weeks notice as provided in ARTICLE XXVI, RESIGNATIONS), shall receive any unused vacation credit including that earned in the current calendar year.

(d) Illness during scheduled vacations of twelve (12) month employees shall not result in time added to their vacation or vacation pay. Inclement weather closings declared during scheduled vacations for twelve (12) month employees shall not result in time added to their vacation or vacation pay.

(e) Employees promoted to Group C positions shall receive a prorated vacation based on five-sixth (5/6th) of a day per month employed in their previous position during that school year that the promotion took place. The proration equates to the following example:

Group A = 10 months = 8 days

Group B = 11 months = 9 days

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## ARTICLE XIII

## **INSURANCE PROTECTION**

(a) The Board shall provide insurance benefits listed in "Attachment A" to, employees for a full twelve-month period of each school year; however benefits will be terminated at the end of the month of severance. Upon mutual agreement, the Board and the Association may change the plan and/or riders. The Board will cover the costs of premiums up to the State of Michigan cap for full-time employees.

(b) The district shall comply with the Affordable Care Act (ACA) in providing health insurance.

(c) Changes in hours of six (6) weeks or less will not result in changes in insurance District/Employee shares.

(d) In the event the full-time workday is changed by mutual agreement, the below pro rata formula will be adjusted by mutual agreement of the parties.

For less than full-time employees the contributions shall be as follows:

| <u>Hours</u>     | <u>District Share of Premium</u> | <u>Employee Share of Premium</u> |
|------------------|----------------------------------|----------------------------------|
| Minimum 4 hours* | 50%                              | 50%                              |
| Minimum 6 hours* | 75%                              | 25%                              |
| Full-time        | 100%                             | 0%                               |

Part-time employees will pay the above prorated share and 100% of the amount greater than the state mandated cap.

**Cash in lieu:** All employees opting to receive cash in lieu instead of health insurance must provide documentation annually of health insurance prior to being eligible for this option.

Two employees (self and spouse) working for the district who are both eligible for health insurance shall elect coverage under one policy only. The employee who does not elect health insurance will not be eligible for cash in lieu.

(e) The following stipend will be paid to members (prorated in accordance with the above schedule) not enrolled in health insurance benefits, providing members are not the spouse and/or dependent of an employee covered by any district health insurance policy:

|                          |                                    |
|--------------------------|------------------------------------|
| Less than 10% of members | \$75 per month (\$900 annually)    |
| 10% to 30% of members    | \$200 per month (\$2,400 annually) |
| More than 30% of members | \$300 per month (\$3,600 annually) |

(f) Employees who work four (4) or more hours daily, group life insurance protection in the amount of \$30,000.00 with additional \$30,000.00 accidental death and dismemberment that will be paid to the employee's beneficiary. The provisions of the group policy and rules and regulations for the carrier shall govern as to the commencement and duration of benefits, and all other aspects of coverage.

(g) The Board shall provide income protection insurance, without cost to the employee, for all full-time employees covered under this contract in accordance with the following provisions:

1. Long-Term disability payments in the amount of sixty-six and two thirds percent (66 2/3%) of salary to a maximum of \$3,000 per month shall begin at the end of ninety (90) calendar



days of disability and continue until age sixty-five (65) at no cost to the employee in the event of permanent disability.

2. Insurance company to be selected by the Board.

(h) The Board shall provide full payment for full-time employees' comprehensive dental protection to the employee and his/her immediate family as per "Attachment A".

In keeping with the concept of proration, the Board will cover the costs of premiums for regular part-time employees on a pro rata basis as follows:

| <u>Hours</u>     | <u>District Share of Premium</u> | <u>Employee Share of Premium</u> |
|------------------|----------------------------------|----------------------------------|
| Minimum 4 hours* | 50%                              | 50%                              |
| Minimum 6 hours* | 75%                              | 25%                              |
| Full-time        | 100%                             | 0%                               |

In the event the full-time workday is changed by mutual agreement, the above pro rata formula will be adjusted by mutual agreement of the parties.

(i) The Board of Education shall provide each full-time employee and his/her family with MESSA Vision VSP III optical insurance or equivalent.

(j) An employee affected in reduction of staff shall have the opportunity to continue insurance coverage allowable under COBRA and shall pay for all premiums to continue in group policies.

(k) An employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.

(l) After the Board coverage ends, an employee on unpaid leave of absence may pay premiums through the coverage time as regulated by COBRA.

(m) Employees of the bargaining unit shall be provided the same liability insurance protection as other employees of the school district.

(n) If an employee is approved for Long-Term Disability, MESSA will provide medical coverage for the employee and dependents that are enrolled in the medical plan at the time of disability.

If a Long-Term Disability claim is pending, or not approved when the 90-day elimination period is met, the employee may enroll in the medical plan under COBRA. The employee is responsible for premiums until the claim is approved. If the claim is approved, the District will refund the COBRA payments for the medical portion.

While on Long-Term Disability, Dental and Vision coverage is available under COBRA at the employee's expense.

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## ARTICLE XIV

### WORKERS' COMPENSATION

(a) Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall be supplemented with a sufficient amount to maintain his/her regular salary for a period not exceeding his/her PTO leave accumulation. Such accumulation shall be charged only for that portion in excess of the compensation payment.

(b) If an employee is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital within provisions of the Workers' Compensation Act and shall not result in loss of or reduction in salary for the day of injury and subsequent medical appointments during working hours for said injury.

An employee not having sufficient PTO accumulated shall be advanced sufficient days until Workers' Compensation remuneration applies per the schedule below:

#### Days of Absence

|                  |  |
|------------------|--|
| 1-7 days         | Deducted from the employee's PTO bank.   |
| 8-14 days        | Covered by Workers' Compensation.  |
| 14 days & beyond | All days back to the initial absence shall be covered by Workers Compensation. |

(c) Job related accidents must be reported immediately by the employee to his/her supervisor. Every attempt should be made by the employee to file this report within twenty-four (24) hours.

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### **ARTICLE XV**

#### **PAID TIME OFF (PTO)**

(a) Each employee shall, be given Paid time off days in July of each school year and will earn an equivalency of one (1) PTO day per month for each month worked, plus one (1) additional day of PTO for the year. PTO is based on the full-time workday and is prorated for less than full-time workday. The current school year accrued PTO will be prorated should the employee sever employment prior to June 30<sup>th</sup>. Any previous accumulation plus one (1) day per month of service shall be allowed for illness or serious illness in the employee's immediate family. (Immediate family shall be interpreted as: Mother, father, spouse, child, sister and brother, or the family unit living in the same household.) When PTO is exhausted, an employee shall not accrue any more PTO unless working.

(b) Probationary employees will accumulate PTO during their probationary periods. Upon successful completion of their probationary period they may use the PTO days accumulated during their probationary period.

(c) When a bargaining unit member is absent, the procedure will be as follows:

- Record absence in AESOP
- The absent employee must notify the building administrator/supervisor of their absence
- The building will make the decision as to whether a sub will be called. Should a sub be required, the building will contact the sub employee.

(d) PTO may be taken in no less than one (1) hour increments.

(e) Unused PTO shall accumulate to one hundred twenty (120) days. Any PTO days accumulated over one hundred twenty (120) days shall be paid to the employee at the end of the fiscal year at the rate of sixty percent (60%) of their daily rate per day of such excess accumulation.

(f) Any employee within this Agreement may 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 three (3) PTO days are utilized on consecutive working days.

Employees who have used three (3) PTO days or less in the prior school year may convert two (2) PTO days in to vacation days to be used at their discretion except for parent-teacher conference days, or the first and last week of school, the day before or after recesses or holidays.

Any unused PTO days as of June 30 will be added to the individual employee's accumulated bank.

At the end of 2019-2020, 2020-2021, and 2021-2022, members may sell back up to ten (10) PTO days each year at thirty (30) dollars per day but he/she cannot go below 20 days in his/her personal PTO bank.

(g) Other leaves

1. Court appearances as a witness or in a case connected with the employee's employment or the school shall be a leave of absence with pay not chargeable against the employee's PTO allowance except:
  - a) In a court action initiated by the employee in which the School District or any of its employees is the defendant acting in an official capacity for the school district.
  - b) If the clerical unit member is the plaintiff or defendant or is subpoenaed to attend any non-work related proceeding, the clerical unit member may use PTO for this purpose.
2. Jury duty - 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 in ½ day increments if either the employee or the Superintendent is unable to get the employee excused from this duty. Hours beyond full-time or full-time workweek not included. The Assistant Superintendent for Human Resources can review exceptions on a case-by-case basis. Jury Duty stipends (checks) are required to be turned over to payroll within fifteen (15) working days.

3. Funeral leave:

| Relation              | Days   |
|-----------------------|--------|
| Spouse                | 5 days |
| Child                 | 5 days |
| Mother/Father         | 5 days |
| Sister/Brother        | 5 days |
| Mother/Father-in-law  | 5 days |
| Step relations        | 5 days |
| Sister/Brother-in-law | 5 days |

|  |                 |
|--|-----------------|
| Daughter/Son-in-law                                      | 5 days          |
| Grandparents   | 3 days          |
| Grandchild   | 3 days          |
| Live in family member/children's parent/other than above | 3 days          |
| Not defined above  | 1 day PTO leave |

PTO days may be non-consecutive and must be used within a ten (10) day period following the death unless there are extenuating circumstances. There is a limit of five (5) employees permitted to the same funeral. These leave days will be the non-weekend days following the death. If any part of this leave occurs during a non-paid break such as summer, those leave days will be non-paid.

Under proper circumstances, exceptions may be granted by Human Resources.

4. The Board shall grant a short-term military leave of absence if an employee is ordered to report for an emergency call-up, such as to quell domestic disorders as prescribed by State and Federal law.

For emergency call-up leaves, as prescribed by State and Federal law, the Board shall pay the difference between the regular pay and the compensation received for said military duty for a period not to exceed one calendar year. After one year the provision under long-term military leave shall apply.

Prior to payment, the employee shall file, in the Human Resource Department, a letter from his/her commanding officer stating the period of active duty (dates) and the daily rate of pay for such duty. It is not the intent of this provision to cover the annual encampment or cruise normally required of Reservist or National Guard personnel.

5. Release time for Association business - In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its own Association purposes or other business leaves pertinent to the Association affairs, said representatives shall be excused, providing frequency is no more than twenty (20) combined days a year.

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## ARTICLE XVI

### **LEAVES WITHOUT PAY**

(a) Upon written request, Leaves of Absence without pay for reasonable periods of time, not to exceed one (1) year will be granted 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. Other leaves of absence without pay for reasonable periods of time not to exceed one (1) year may be granted without loss of seniority, for good cause such as educational purposes that would accrue a mutual benefit to both the employee and the employer. Leaves under this section may be extended for like cause, but in any event, seniority will accrue for only one (1) year.

**(b)** Consent Leaves of Absence may be granted for up to ninety (90) calendar days when in the judgment of the Superintendent such a leave would not have a direct or indirect benefit to the district; simply put, lacking mutuality of benefit to the employee and the district.

An example of such leave would be for travel and should be construed as a "once in a lifetime leave benefit" inasmuch as such a leave would not be consisting of substantial or sufficient reason for interrupting the operational program.

**(c)** An eligible employee desiring a leave of absence shall submit his/her request to the Human Resource Department at least forty-five (45) calendar days prior to the start of the leave desired. Such request shall be submitted to the Superintendent or designee with a recommendation for action. An employee must make application for leave within the time limit specified, and if the employee does not make timely application, the leave will be deemed to be denied unless the Superintendent or designee deems that there are extenuating circumstances.

**(d)** Upon written request, leaves of absences for professional improvement without pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year.

**(e)** An employee is required to notify the employer in writing at least thirty (30) calendar days preceding the expiration date of a leave indicating his/her desire to return, to request an extension, or to resign. An employee must make application for reinstatement within the time limit specified, and if the does not provide such notice, he/she shall be deemed to have terminated his/her employment with the district unless the Administration deems that there are extenuating circumstances.

**(f)** To be eligible for a leave of absence the employee must have completed his/her probationary period.

**(g)** An employee on leave of absence for a period of time up to 90 calendar days shall return to the position from which he/she requested the leave. Between 91 calendar days and one year he/she would return to a similar or open position for which qualified. Or he/she may elect to return at the beginning of the next school year.

An employee on leave over 90 calendar days electing to return at the beginning of the next school year will return to an open similar position for which he/she is qualified. To be eligible to return under these conditions the employee must notify the district in writing prior to May 1 of the preceding school year.

If there is not an open similar position, the employee may displace the lowest senior person from the same classification of which he/she was employed when the leave occurred.

If the employee is electing to return from leave after 90 calendar days during the school year, he/she will be assigned to any open position. If there is not a position available, he/she will displace the lowest senior bargaining unit member in any position for which she is qualified. Prior to the beginning of the next school year, the employee may elect to bump the least senior person in the same classification from which they took a leave and is qualified.

The vacated Association position shall be posted as available only for the duration of the leave.

An employee on leave of absence for a period exceeding one (1) year shall be able to return to an open position for which they qualify. Said employee does not have the use of seniority for bumping rights to obtain a reentry position.

An employee returning from leave shall give written notification to the Human Resource Department at least thirty (30) calendar 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 layoff and recall procedure.

(h) If an employee on leave accepts employment elsewhere or enters into a contract for another position without approval from the Administration, his/her leave will be automatically terminated and his/her employment will terminate.

(i) An employee on leave shall not lose PTO accumulated prior to his/her leave. However, PTO leave time shall not accumulate during his/her leave of absence.

(j) Notification of availability to return to duty after a health leave shall be accompanied by a written statement from the employee's physician certifying the fitness of the employee to fulfill the full responsibilities and duties of his/her assignment.

(k) Leave for Association Business - Members of the Association elected to Association positions or selected by the Association to do work which takes them from their employment with the employer shall at written request of the Association receive temporary leaves of absence for periods not to exceed one (1) year or the term of office, whichever may be shorter and such leaves may be renewed upon written request by the Association. No credit on salary schedule, longevity, or accumulated seniority shall be given during this time.

(l) Military leaves of absence without salary or benefits shall be granted to any employee who shall be inducted for a tour of military duty to any Branch of the Armed Forces of the United States. Upon returning to employment, an employee who has been on military leave shall be given the benefit of any new increments up to five (5) years, which would have been credited to him/her had he/she remained in active employment with the employer, provided the employee returns to employment as soon as a position for which he/she is qualified becomes available after discharge from military service.

(m) An employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.

(n) After the Board insurance coverage ends, an employee on unpaid leave of absence may pay premiums consistent with COBRA.

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## **ARTICLE XVII**

### **ILLNESS AND DISABILITY**

(a) PTO accrual is pro-rated upon the standard work day. The unused portion of PTO days shall accumulate from year to year to a limit of one hundred and twenty (120) days.

(b) If an employee lacks sufficient PTO days during the disability period he/she will be placed on leave of absence.

(c) An employee may request a child care leave following a birth for up to one (1) calendar year.

(d) Requests for disability leaves and child care leaves must be made to the Human Resource Department at least sixty (60) calendar days prior to the leave.

(e) An employee returning to work following disability must be certified by the treating physician as fit to return to the full work assignment.

(f) The Board of Education may grant an employee adopting a pre-kindergartner a child care leave for up to one (1) calendar year.

(g) If there is any serious illness of a child or parent, a leave may be renewed each year upon written request to the Human Resources department.

(h) Seniority accrues for up to one (1) calendar year while an employee is on unpaid leave of absence.

(i) Probationary employees are not eligible for unpaid leaves of absence.

(j) An employee on a leave of absence for a period of time up to 90 calendar days shall return to the position from which he/she requested the leave. Beginning with the 91<sup>st</sup> calendar day, the employee may return to an open position or one held by a contract employee for which she is qualified or elect to return at the beginning of the next school year.

The vacated Association position shall be posted as available only for the duration of the leave.

An employee on leave of absence for a period exceeding one (1) calendar year shall be able to return to an open position for which they qualify. Said employee does not have the use of seniority for bumping rights to obtain a reentry position.

An employee returning from leave shall give written notification to the Human Resource Department at least thirty (30) calendar 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 layoff and recall procedure.

(k) A request for Long-Term Disability benefits shall be considered as a request for a medical leave.

An employee receiving Long-Term Disability benefits shall be considered to be on a medical leave. Return to work from Long-Term Disability shall be covered by previous Section (j) of this provision.

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## **ARTICLE XVIII**

### **PROBATIONARY EMPLOYEES**

(a) New employees hired into the bargaining unit shall be considered as Probationary Employees for the first ninety (90) calendar days of their employment excluding holidays and holiday breaks.

If the ninety (90) calendar day probationary period is not completed by the end of the current school year, the time remaining for its completion shall be served during the next school year.

(b) There shall be no seniority among Probationary Employees. Upon satisfactory completion of the probationary period, the employee's seniority will be computed from the first day of employment in the Association position.

(c) The Association 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 this Agreement and Public Act 379. The employer shall have the right of discharge or disciplinary action, other than for Association activity, of any Probationary Employee without intervention of the Association.

(d) Health, life, dental and optical insurance benefits, holiday and paid days off shall be withheld during the probationary period. PTO days shall accumulate during the probationary period but may not be used with pay until the completion of the ninetieth (90) calendar days of employment except as amended by ARTICLE XV, LEAVES WITH PAY, Section (a).

(e) A dismissal of a Probationary Employee is not grievable.

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## **ARTICLE XIX**

### **SENIORITY**

(a) The Association shall not represent Probationary Employees for any purpose, except as required by law. Dismissal of a Probationary Employee is not grievable. Upon completion of his/her probationary period, the employee will be considered to have seniority computed from the first day of his/her employment in the bargaining unit. An employee's seniority is understood and agreed to be the length of service acquired and shall start and accumulate from his/her hire date in the Association.

(b) 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 number (SSN). The employee with the lower number will be the senior employee.

(c) A seniority list will be compiled on an annual basis by both Administration and the Association President.

(d) Loss of Seniority - An employee shall lose his/her seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
3. The employee is absent for three (3) consecutive working days without notifying his/her employer. After such absence, the employer will send written notification to the Association and the employee at his/her last known address, notifying the employee that his/her employment has been terminated; except in extenuating circumstances acceptable to the employer.
4. Failure to return from PTO leave and leaves of absence or layoff will be treated the same as item (3) above.



5. Retirement under Michigan Office of Retirement Services (ORS).
6. Submits a long-term, from six (6) months up to one (1) year, leave request with falsified reasons.

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## **ARTICLE XX**

### **EVALUATION**

(a) The evaluation and growth of an employee shall be a continuous process. Probationary employees shall be evaluated a minimum of two times during the probationary period. Employees shall be evaluated annually for the first three (3) years they remain in the same position. The employee shall then be evaluated every other year thereafter.

(b) Evaluations shall be conducted by the employee's building and/or immediate administrator and shall be submitted to the Human Resource Department by April 15th of each school year.

(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 School District agrees that in the event that it determines, in its sole discretion, to modify the Performance Assessment document as identified in "Attachment B", the Association President shall be notified prior to implementation.

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## **ARTICLE XXI**

### **PERSONNEL FILE**

(a) Each employee under this Agreement shall have the right upon request, to review the contents of their official personnel file in the Human Resource Department exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of a member of the Human Resource Department. A representative of the Association may be requested to accompany the employee in such review.

(b) No material originating after initial employment will be placed in the personnel file of the employee unless he/she has had the opportunity to review the material. Each employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.

(c) Past records of a detrimental nature which are three (3) years old will not be taken into account when an employee is being considered for transfer, promotion, discipline, or discharge, and will be removed from an employee's personnel file at the written request of the employee.

(d) Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in his/her personnel file. Each employee may provide an updated resume' on an annual basis to be inserted in their personnel file.

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## **ARTICLE XXII**

### **COMPENSATORY TIME**

(a) Compensatory time is voluntary

(b) With prior approval compensatory time will be earned for all work beyond the scheduled work day.

(c) The official records of compensatory time will be kept in the district's Time & Attendance system.

(d) The district will comply with Compensatory Time as defined by the Department of Labor, including compensatory time will be earned at time and one half for hours worked over forty (40) in one week.

(e) Unit members may use Compensatory Time to make a day whole (half days, inclement weather, etc.)

(f) Unit members are to use Compensatory Time prior to PTO.

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## **ARTICLE XXIII**

### **VACANCIES**

(a) 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.

(b) Filing a vacancy shall be done within fifteen (15) working days of the closing of the positing for the position except in those instances where, due to lack of qualified applicants, the Administration determines to not fill the position. It is further acknowledged that the fifteen (15) 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 positons.

(c) Management supports a policy of hiring and promoting from within.

(d) The posting will remain posted for a period of five (5) workdays prior to filling such vacancy. Vacancies will be posted on the district website with electronic notice of vacancy to Association President.

(e) Vacancy postings will include the classification of the position, location of work, hours, and will set forth the minimum requirements and duties for the position.

(f) Employees interested in a vacancy will apply for the vacancy using the district on-line application form. Employees are encouraged to attach their reason(s) for applying, together with a listing of employment and/or educational experience (resume), and a brief summary of how they feel their personal qualifications would benefit the district in this position.

(g) When a new position 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 Association 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 Association to negotiate such classification and rate.

(h) Each new hire must pass all the required assessments for the posted position.

(i) All current and new clerical members shall follow the negotiated teacher contract language in relation to payment of fingerprinting costs.

(j) New employees with previous experience may be given credit up to one (1) year (one full step) experience credit. Such credit will be given only if that experience is deemed by Administration to be of value to the district.

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## **ARTICLE XXIV**

### **PROMOTIONS**

(a) Promotions, as that term is used herein, shall refer to a move from a lower paid job classification to a higher paid job classification within the Association. Promotions shall be based on seniority, skill, ability, experience, qualifications and utilization and evaluation of the factors included in the Performance Assessment For Office Employees as described in ARTICLE XX, EVALUATION Appendix B - PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES by the interviewing administrator(s) of the employee concerned; but as between persons of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment For Office Employees, seniority shall govern.

Transfers within the same classification and group are considered a promotion if an employee is making more money due to an increase in number of hours and/or weeks.

(b) An employee promoted under this Article shall be given a sixty (60) work day trial period during which time the employee may decide not to accept the promotion. If so, said employee, may not apply for another promotion within the school district for the remainder of that school year. However, such restrictions shall be waived upon written request of a clerical member and written approval from the Association and the District.

During the sixty (60) work day trial period, the employer may determine that said promoted employee does not possess the qualifications necessary for the position.

In either of the above events, the employee shall return to his/her previous position by bumping the employee who was awarded the position vacated by the promoted employee. The displaced employee will follow the same procedures as identified above.

(c) Any employee requesting promotion shall be required to satisfactorily complete the same assessments and qualifications as a new hire.

(d) An employee who is promoted shall remain on the same step but in the classification pay scale of the new position.

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## **ARTICLE XXV**

### **TRANSFERS**

(a) Transfer Procedure - An employee shall be given the opportunity to make a lateral or downward transfer should an opportunity occur. However, it is expressly understood that an employee shall not be permitted to make a downward or lateral transfer for temporary vacancies. Transfers shall be based on seniority, skill, ability, experience, qualifications, and utilization and evaluation of the factors included in the Performance Assessment For Office Employees as described in ARTICLE XX, EVALUATION, "Attachment B" - PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES by the interviewing administrator(s) of the employee concerned; but as between persons of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment For Office Employees, seniority shall govern. In the determination of transfers, the convenience and wishes of the individual employee will be honored based on the above criteria, and in the best interest of the school district.

(b) Any employee who is granted a transfer upon request must remain in this position for six (6) months minimum, or to the nearest semester, school year break before making application for another transfer. A transfer does not prohibit an employee from receiving a promotion.

(c) 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/she shall have retained seniority while working in the position to which he/she was transferred. Seniority shall not accumulate while working in the position which is not included in the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. All unit members who have transferred to a position under the employer not included in the unit, prior to June 30, 2007 will be grandfathered with accumulated seniority. These individuals will be included on the Association member seniority list.

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## **ARTICLE XXVI**

### **RESIGNATIONS**

(a) Any employee desiring to resign shall file a letter of resignation with the Board at least two (2) weeks prior to the effective date. If any employee resigns and gives less than two (2) weeks notice, he/she will **not** be paid for unused vacation or PTO leave including that earned in the current calendar year.

## ARTICLE XXVII

### **LAYOFF AND RECALL**

- (a) Reduction in the employee work force (layoff) may occur because of a decrease in operating revenue, declining enrollment, or a decrease in work. In the event of a layoff, Board representatives shall meet and inform Association representatives of the reductions to be made and shall explain the criteria used for the combining of positions if such combining becomes necessary.
- (b) A displaced employee under this Article is an employee whose current position has been eliminated and/or reduced during a layoff and who has sufficient district seniority to maintain employment within the Association.
- (c) A laid-off employee under this Article is an employee who does not have sufficient district seniority to maintain employment within the Association at the time of a layoff.
- (d) If it becomes necessary for a layoff, non-clerical unit employees shall not displace a unit employee.
- (e) Displaced employees must move to an open position in his/her classification. If there is no open position, the displaced employee may exercise his/her seniority rights to bump within the group classification or lower classification. Following the initial bump, the subsequent displaced employee shall bump the least senior employee in the classification and if no position is available in the classification they shall bump the least senior employee in the next lower classification. The member shall not be forced to bump into a position with fewer hours unless no other positions are available. Laid off clerical members will be first offered all clerical sub positions at the sub clerical rate.
- (f) During a period of layoff, an employee who bumps into a position in an area that they have never held previously, shall be considered to be in an evaluative performance period for the first sixty (60) consecutive working days of their new employment. Supervision and direction will be provided upon the employee's reasonable requests during this evaluative period. During the evaluative period, the employee will be evaluated, in writing, using the district evaluation form, on the thirtieth (30th) and fiftieth (50th) day.
- (g) Employee(s) to be laid off shall be provided at least fourteen (14) calendar days' notice of the layoff. The Association President shall be given a list of the employee(s) being laid off prior to notification of the employee.
- (h) Employees laid off through the procedure as stated in this section shall be maintained on a recall list for a period of one (1) calendar year.
- (i) During the layoff period, the employee retains seniority rights for one (1) calendar year, and the employee shall retain their accumulated PTO unless a request to be paid out has been made.

(j) In the event of layoff, the reduced work force shall not be augmented with additional co-op students or outside clerical help. If during the layoff it is necessary to increase the work force on a temporary basis for four (4) or more weeks, qualified layoffs will be given the first opportunity for the temporary work assignments before outside qualified clerical help is employed. If a laid-off person declines to accept a temporary position of less than four (4) weeks, he/she shall not lose his/her recall rights. The rate of pay for the temporary position for four (4) or more weeks shall be Step 1 of the classification where the work is to be performed.

(k) An employee affected in the reduction of staff shall have the opportunity to continue insurance coverage allowable under COBRA and shall pay for all premiums to continue in group policies.

(l) Laid-off employees shall be recalled in inverse order of the layoff, the most senior Employee shall be recalled to the first opening in the job classification from which the Employee was laid off, or if he/she bumped down from his/her original position in the reduction of the work force before being laid off, to such former position.

(m) Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report for work within five (5) working days after delivery.

(n) If an employee fails to report for recall, he/she shall be considered to have quit, unless the employer determines there are extenuating circumstances.

(o) When a bargaining unit position becomes available during a layoff, all laid-off employees remaining on the recall list shall be notified in seniority order.

(p) An employee on leave of absence is subject to the displacement, layoff, and recall procedure.

(q) Refusal of a higher classification will not constitute a quit nor removal from the recall list.

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## **ARTICLE XXVIII**

### **DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE**

(a) 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).

(b) Discipline, when invoked, will be progressive in nature. However, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge.

In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. Arbitrary and capricious, as used in Board Policies/Administrative Guidelines, shall be determined on the following factors:

- The adequacy of the evidence derived from the investigation.

- The seriousness of the offense or misconduct.
- The employee's prior record.
- The treatment of similarly situated employees.
- The existence of aggravating or mitigating factors.

(c) 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.

(d) Reports of disciplinary action and suspension will remain in the individual's personnel file for three (3) years from the date of the action and will not be utilized in future disciplinary action after three (3) years. Reports of minor infractions will be removed from the personnel file at the employee's request after three (3) years. Reports of major infractions will be removed from the personnel file at the employee's request after three (3) years but may be used again to determine appropriate discipline if a similar infraction occurs at a later date.

(e) An oral reprimand will be handled in a private manner that will not embarrass an employee before other employees, students and/or the public.

(f) The employee and the Association shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step 3 of the Grievance Procedure.

(g) An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.

(h) The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement in regard to individual administrative management styles.

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## ARTICLE XXIX

### **RETIREMENT/VOLUNTARY SEVERENCE**

(a) In the event of retirement/Voluntary severance of an employee, the prorated share of any longevity and vacation pay earned but not used as of that date shall be paid in full as a part of the final severance payment.

(b) The Retirement/Voluntary severance Program for employees follows:

1. To be eligible for benefits under this program, an employee must have worked for the L'Anse Creuse Public School district for the five preceding years.

### **SCHEDULE FOR RETIREMENT/VOLUNTARY SEVERENCE PAY**

| RETIREMENT/VOLUNTARY SEVERENCE PAY FOR UNUSED PTO LEAVE DAYS * |     |     |     |     |
|--|-----|-----|-----|-----|
| Percent of Days' Wages at Hourly Rate                          |     |     |     |     |
| Years of service with  | (1) | (2) | (3) | (4) |

| LCPS Clerical<br>Bargaining Unit | For 1 <sup>st</sup> thru<br>20 <sup>th</sup> day of<br>accumulated<br>sick leave | For 21 <sup>st</sup> thru 50 <sup>th</sup><br>day of<br>accumulated sick<br>leave | For 51 <sup>st</sup> thru 90 <sup>th</sup><br>day of<br>accumulated sick<br>leave | For 91 <sup>st</sup> thru 120 <sup>th</sup><br>day of<br>accumulated sick<br>leave |
|----------------------------------|--|---|---|--|
| 5 or more                        | 10%  | 15%   | 20%   | 25%  |
| 11 or more                       | 15%  | 20%   | 25%   | 30%  |
| 12 or more                       | 20%  | 25%   | 30%   | 35%  |
| 13 or more                       | 25%  | 30%   | 35%   | 40%  |
| 14 or more                       | 30%  | 35%   | 40%   | 45%  |
| 15 or more                       | 35%  | 40%   | 45%   | 50%  |
| 20 or more                       | 40%  | 45%   | 50%   | 55%  |

\* Retirement/Voluntary Severance pay for unused PTO leave days will be based on the number of hours worked per day at the time of retirement. Employees retiring during the fiscal year and not eligible for payment of the unused PTO leave days in accordance with Section (a) of ARTICLE XV, LEAVES WITH PAY, will be paid at the rate stated in column 4 (four) for those days accumulated in excess of ninety (90) days.

2. All employees participating in this retirement program agree to indemnify and hold harmless the L'Anse Creuse Public Schools from any amounts claimed to be properly deductible from the monetary amount awarded, such as claims made against the sum for contribution to the Office of Retirement Services Board, United States of America, the State of Michigan, and any other person or entity.

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## ARTICLE XXX

### **LONGEVITY**

**(a-1)** Effective commencing with the 1990-91 contract year, longevity payments will be granted at the rate of 3.0% of gross salary for eight (8) to nine (9) years of service and 5.0% of gross salary for ten (10) to fifteen (15) years of service and 7.0% of gross salary for sixteen (16) or more years of service, all of which have been within the bargaining unit. Said payment shall be made on the first pay of October each year based upon the gross salary which is calculated exclusive of any supplementals or previous longevity payments. In the event of the death of an Employee, the prorated share of any longevity payment earned as of that date shall be paid in full as part of the final severance payment.

**(a-2)** Effective commencing with the 2012-2013 contract year for employees hired after October 1, 2010; longevity payments will be granted at the rate of 3.0% of gross salary for twelve (12) to fifteen (15) years of service and 5.0% of gross salary for sixteen (16) to nineteen (19) years of service and 7.0% of gross salary for twenty (20) or more years of service, all of which have been within the bargaining unit. Said payment shall be made on the first pay of October each year based upon the gross salary which is calculated exclusive of any supplementals or previous longevity payments. In the event of the death of an employee, the prorated share of any longevity payment earned as of that date shall be paid in full as part of the final severance payment.



**(a-3)** Effective commencing with the 2020-2021 contract year, longevity payments will be granted at the rate of 2% of gross salary for eight (8) to eleven (11) years of service.

All clerical members entitled to longevity will receive a full longevity payment on the first pay of October of each year beginning with October of 2008. Years of service will be calculated as completed by September 30<sup>th</sup> of each year.

**(b)** Beginning July 1, 1977, no adjustment will be made for unpaid leaves of absence of thirty (30) days or less. Those employees who will be absent for more than thirty (30) days will have an adjustment made for the time after thirty (30) days the employee is on the unpaid leave of absence. Unpaid leaves of absence of less than one (1) year do not affect seniority dates for layoff and recall purposes.

**(c)** It is understood that years of service for the purpose of longevity means continuous service and does not include years of service prior to a quit, but does include leaves of absence only to the extent provided in section (b) above.

**(d)** Longevity dates shall be noted on the seniority list per the provisions of ARTICLE XIX, SENIORITY, Section (b) of this Agreement.

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## **ARTICLE XXXI**

### **GRIEVANCE PROCEDURE**

**(a)** A grievance is a claim, by an employee or a group of employees, made through the Association of an alleged violation, misinterpretation, or application of the Agreement. No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or when the employee should have had reasonable knowledge of its occurrence. The grievance procedure shall be the exclusive method for settling grievances as defined herein. The term days, as used herein, shall mean calendar days, excluding holidays specified in ARTICLE XI, HOLIDAYS.

**(b)** An Association officer and grievant(s) of L'Anse Creuse Educational Support Personnel Association shall be allowed to investigate and discuss grievances without loss of pay for up to one (1) hour per week. Under this provision those involved must notify their immediate supervisors and the President of the Association prior to leaving their work locations.

#### **Step 1**

- a) Informal discussion - the employee and/or the Association representative shall discuss the problem of the alleged grievance with the employee's immediate supervisor.
- b) If the decision is not satisfactory to the employee or the Association, the grievance shall be reduced to writing and presented to the immediate supervisor within ten (10) working days of the step one meeting. The immediate supervisor shall respond within ten (10) working of receipt of the grievance. The response shall be sent to the Association's designee.

#### **Step 2**

- a) If the grievance is not resolved at step one level, the grievance, shall within ten (10) working days, be presented in writing to Human Resources. The submission shall include the appeal, a copy of the original grievance, and a copy of the decision of the immediate supervisor.
- b) Human Resources shall grant a hearing of the grievance within ten (10) days of receipt of the appeal at this step. Not more than ten (10) days following the meeting, Human Resources shall advise the Association and the grievant of the decision in writing. Copies of the decision shall be sent to the Association President, the Executive Director, the Association grievance representative and the grievant.

### Step 3

- a) If the grievance is not resolved at step two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give notice to Human Resources, in writing, of its intention to arbitrate. The grievance shall be appealed within twenty (20) work days to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association unless the parties have already agreed upon an arbitrator on an ad hoc basis. The award of the arbitrator shall be binding upon the Association, District and any employee involved.
- b) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement. He/she shall have no power to change practices, policy, or rules of the Board unless they are in violation of terms of this Agreement or reasonable working rules, working conditions, or safety.
- c) Any grievance not appealed from an answer at any step of the grievance procedure within the time limits set forth shall be considered withdrawn without prejudice

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## ARTICLE XXXII

### **SPECIAL CONFERENCES**

- (a) A special conference for important matters will be arranged between the Association President and the employer's designated representative upon the request of either party.
- (b) Arrangements for such special conferences shall be in writing and shall be made in advance. An agenda of the matters to be taken up at the meeting shall be presented at the time of the conference. Matters taken up in special conference shall be confined to those included on the agenda.
- (c) Agenda items may include, but not be limited to, discussion of complaints, contract misapplications, and general working conditions which may be Agreement violations.
- (d) Special conferences shall be held with up to two (2) representatives of the employer and two (2) representatives of the Association except that by prior mutual consent of the parties. Both parties may have additional representatives present and the number will be determined by mutual consent. The special conference may be attended by a representative of the Association.

(e) The members of the Association shall not lose time or pay for time spent in such special conferences.

(f) Whenever possible, special conferences shall be scheduled for time periods that do not interfere with the regular school day.

### **ARTICLE XXXIII**

#### **SCHOOL CLOSURES**

(a) Any employee who has been notified, requested, and is able to report for work when other employees have been excused under this Article for the day, shall be paid for all hours worked at his/her regular rate of pay in addition to his/her regular pay for that day.

(b) Employees shall be paid in the event of school closure due to inclement weather or other non-State mandated circumstances. If the closure is State mandated, the number of maximum paid days shall be agreed upon by the Association and Administration.

Due to the problems attendant 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 workday.

Such a release timetable will be determined and announced by Administration.

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### **ARTICLE XXXIV**

#### **TEMPORARY PERSONNEL**

(a) A temporary position will be defined as a unit position vacated (exclusive of vacations) for up to ninety (90) calendar days. A special conference shall be held with the Association to establish the parameters for special temporary position needs.

(b) Association personnel who fill a temporary position shall receive the pay step of the classification, which will give him/her a raise, along with all benefits as set forth in the current Agreement.

Example: A classification 1, step 5 employee (\$13.44/hour) moves to a temporary classification 2 position. He/she would be placed on step 4, classification 2 (\$13.58/hour) since this would generate a pay raise. If at a later date the position becomes permanent and the same employee is the successful applicant, he/she will be placed on step 5, classification 2. (If the individual's seniority date has occurred during the temporary placement that employee would be at step 6.)

(c) Temporary personnel who become new hires shall not have seniority accrued during temporary employment nor accrue time for longevity purposes.

(d) The school administration will not employ non-Association personnel to perform temporary work normally assigned to Association personnel for more than eighty-nine (89) days as long as regular employees are available, without first discussing such an assignment through a special conference as defined in ARTICLE XXXII, SPECIAL CONFERENCE.

(e) Should funds become available for training programs, Administration will meet and confer with the Association prior to implementing such a program.

(f) The Board of Education and the L'Anse Creuse Educational Support Personnel Association agree that should the temporary position become permanent and the Association member filling the temporary vacancy be the successful applicant for the permanent position, he/she will be placed on that step consistent with his/her date of hire.

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## **ARTICLE XXXV**

### **HEALTH EXAMINATIONS**

(a) A health examination may be required of any employee returning from medical leave, pregnancy leave, long-term disability, or Workers' Compensation when it appears to the Board that there is reasonable doubt as to the health of the Employee. Such examination shall be made by an appropriate specialist to be selected by the Board, and it shall be at the Board's expense.

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## **ARTICLE XXXVI**

### **CONTINUING EDUCATION**

(a) Continuing Education - Any course deemed to be of value to the school district by the Board, to improve the skills of an employee may be paid by the Board, provided evidence of satisfactory completion of such course is filed with the Superintendent provided to the Human Resource Department. Such course must have had prior approval of the Superintendent or his/her designee.

(b) Conferences and Workshops - With the recommendation of his/her immediate supervisor, building principal, director and with prior written approval by the Board; an employee may be allowed to attend, without pay deduction, conferences, workshops, or institutes in connection with his/her employment. The Board agrees to provide expenses deemed appropriate; including travel, meals, lodging and registration fees.

(c) Early dismissal days for students and teachers may be used for in-service days for employees in certain classifications or within areas of concern. By way of illustration, the Accountant could in-service employees who do bookkeeping, or the Librarian could in-service the Media Personnel, etc. The Association may make specific requests for in-service which will be considered by Administration. The final decision concerning in-service will be made by the Administration.

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## **ARTICLE XXXVII**

### **ADDITIONS AND DELETIONS**

There will be no additions or deletions to this Agreement without mutual consent of the Association and the Board.

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## ARTICLE XXXVIII

### **CONTRACT CALENDAR**

- (a) See current calendar(s) on "Attachment C".
- (b) Paid days off are days listed on the attached calendar schedule and are exclusive of those days that are designated as Holidays, and exclusive of vacations. Paid days off shall be paid to all seniority employees as they occur.
- (c) Group C employees shall earn a prorated portion of the vacation days identified in any partial year and shall be credited on July 1.
- (d) Employees promoted to Group C positions shall receive a prorated vacation based on 5/6th of a day per month employed in the school year the promotion took place.
- (e) Group C employees shall be awarded yearly vacation as follows.

|                  |               |
|------------------|---------------|
| Year 1 – Year 10 | Ten (10) days |
|------------------|---------------|

Completion of:

|                  |                     |
|------------------|---------------------|
| Tenth year       | Eleven (11) days    |
| Eleventh year    | Twelve (12) days    |
| Twelfth year     | Thirteen (13) days  |
| Thirteenth year  | Fourteen (14) days  |
| Fourteenth year  | Fifteen (15) days   |
| Fifteenth year   | Sixteen (16) days   |
| Sixteenth year   | Seventeen (17) days |
| Seventeenth year | Eighteen (18) days  |

Said vacation shall be awarded on July 1 following the year it is earned.

- (f) Employees of the high schools and middle schools may be required to work a different calendar schedule than provided for their classification according to the needs of the employer during the summer months. Such change in schedule will be made provided their building administrator has notified them of such need by April 1. The employee whose schedule has been changed will receive a vacation equal to the summer vacation received by employees who work according to the calendar schedule above. Rearrangement of summer work for Group B employees will not affect their pay for July 4. Those employees who do not work the full Group B work schedule will not be paid for the July 4 holiday.

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## ARTICLE XXXIX

## **DURATION OF AGREEMENT**

This Agreement shall be effective as of June 23, 2020 and shall remain in full force and effect until the thirtieth (30th) day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by March 15 that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than March 31; unless by mutual agreement another date is agreed to. 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.

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.

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## **ARTICLE XL**

### **SEPARATION CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

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## **ARTICLE XLI**

### **SUMMER WORK**

(a) Association members who are hired to do additional work during the summer months (i.e. Summer School, High School Summer Secretary, etc.) will be compensated at Class 1 of their current step. Summer School clerical positions will not be filled when in the high school(s).

(b) Understanding that some positions are for the entire summer, summer work may only be split with one other Association member

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## MESSA ABC Plan 1

### Medical plan highlights



**Effective Date: 10/1/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel**

#### In-network health care benefits for you and your covered dependents

All services must be **medically necessary** and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

| Plan features   | In-network   |
|---|--|
| <b>Annual deductible</b><br>The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.   | Single coverage: \$1,400<br><br>2-Person & Family coverage: \$2,800<br><br><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i><br><br><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i> |
| <b>Medical coinsurance</b><br>A fixed percentage you pay for a medical service.   | 0%   |
| <b>Prescription drug coverage</b><br>Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply.<br><i>See Free preventive prescriptions below.</i> | ABC Rx   |
| <b>Annual out-of-pocket maximums</b><br>The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.              | Single coverage: \$2,400<br><br>2-Person & Family coverage: \$4,800  |
| <b>In-network services covered at no cost to you</b>  |  |
| <b>Free preventive prescriptions</b><br>MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.                                      |  |
| <b>Preventive care and prenatal care</b><br>Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.  |  |

| In-network services subject to deductible and applicable coinsurance  |   |
|---|---|
| Blue Cross online visit   | Urgent care   |
| Office visit  | Hospital emergency room (ER)  |
| Chiropractic services including modalities<br>Up to 38 visits per calendar year.  | Osteopathic manipulations<br>Performed by an Osteopathic physician. Up to 38 visits per calendar year.  |
| Inpatient hospital  | Autism - applied behavior analysis (ABA) services   |
| Outpatient physical, occupational and speech therapy<br>Up to a combined benefit maximum of 60 visits per individual per calendar year. | Hearing aids<br>There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period. |
| Hearing care<br>Hearing related services performed by an M.D. or D.O.   | Acupuncture<br>Must be performed by an M.D. or D.O.   |
| Diagnostic lab and X-ray  | Radiation and chemotherapy  |
| Allergy testing and therapy   | Bariatric surgery   |
| Mental health and substance abuse - inpatient and outpatient care   | Ambulance   |
| Medical supplies  | Durable medical equipment (DME)   |
| Prosthetics and orthotics   | Home health care  |
| Skilled nursing facility<br>Up to a maximum of 120 days per calendar year.  | Human organ transplant<br>Must be performed at an approved facility.  |

### Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to [messa.org](http://messa.org) to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346

### Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website ([www.bcbsglobalcore.com](http://www.bcbsglobalcore.com)) to find in-network providers prior to your departure.

### Covered services and approved amounts

**In-network providers** bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

**Out-of-network providers** may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

*Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.*

### Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

AD&D terminates at age 65 or when employment ends, whichever comes later.

*Life and AD&D insurance underwritten by Life Insurance Company of North America.*



## MESSA ABC Plan 2

### Medical plan highlights



**Effective Date: 10/1/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel**

#### In-network health care benefits for you and your covered dependents

All services must be **medically necessary** and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

| Plan features   | In-network   |
|---|--|
| <b>Annual deductible</b><br>The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.   | Single coverage: \$2,000<br><br>2-Person & Family coverage: \$4,000<br><br><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i> |
| <b>Medical coinsurance</b><br>A fixed percentage you pay for a medical service.   | 0%   |
| <b>Prescription drug coverage</b><br>Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See <i>Free preventive prescriptions below</i> . | ABC Rx   |
| <b>Annual out-of-pocket maximums</b><br>The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.            | Single coverage: \$3,000<br><br>2-Person & Family coverage: \$6,000  |
| <b>In-network services covered at no cost to you</b>  |  |
| <b>Free preventive prescriptions</b><br>MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.                                    |  |
| <b>Preventive care and prenatal care</b><br>Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.  |  |

| In-network services subject to deductible and applicable coinsurance  |   |
|---|---|
| Blue Cross online visit   | Urgent care   |
| Office visit  | Hospital emergency room (ER)  |
| Chiropractic services including modalities<br>Up to 38 visits per calendar year.  | Osteopathic manipulations<br>Performed by an Osteopathic physician. Up to 38 visits per calendar year.  |
| Inpatient hospital  | Autism - applied behavior analysis (ABA) services   |
| Outpatient physical, occupational and speech therapy<br>Up to a combined benefit maximum of 60 visits per individual per calendar year. | Hearing aids<br>There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period. |
| Hearing care<br>Hearing related services performed by an M.D. or D.O.   | Acupuncture<br>Must be performed by an M.D. or D.O.   |
| Diagnostic lab and X-ray  | Radiation and chemotherapy  |
| Allergy testing and therapy   | Bariatric surgery   |
| Mental health and substance abuse - inpatient and outpatient care   | Ambulance   |
| Medical supplies  | Durable medical equipment (DME)   |
| Prosthetics and orthotics   | Home health care  |
| Skilled nursing facility<br>Up to a maximum of 120 days per calendar year.  | Human organ transplant<br>Must be performed at an approved facility.  |

### Home delivery of prescription medications

MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to [messa.org](http://messa.org) to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346

### Medical care outside the U.S.

MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website ([www.bcbsglobalcore.com](http://www.bcbsglobalcore.com)) to find in-network providers prior to your departure.

### Covered services and approved amounts

**In-network providers** bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.

**Out-of-network providers** may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.

*Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.*

### Life and accidental death & dismemberment insurance

Life insurance: \$5,000 policy for you.

Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you.

AD&D terminates at age 65 or when employment ends, whichever comes later.

*Life and AD&D insurance underwritten by Life Insurance Company of North America.*

# MESSA Choices

## Medical plan highlights



**MESSA**

1475 Kendale Blvd. PO Box 2560  
East Lansing, Michigan 48826-2560  
517.332.2581 • 800.292.4910

**Effective Date: 10/1/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel**

### In-network health care benefits for you and your covered dependents

All services must be **medically necessary** and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For coverage details, go to [messa.org](http://messa.org) to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

| Plan features   | In-network  |
|---|---|
| <b>Annual deductible</b> - The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31. | \$500 individual/\$1,000 family   |
| <b>Medical copayment</b> - A fixed amount you pay for a medical visit.  | \$20 Blue Cross online visit, \$20 office visit, \$20 specialist visit, \$25 urgent care, \$50 emergency room |
| <b>Medical coinsurance</b> - A fixed percentage you pay for a medical service.  | 0%  |
| <b>Prescription drug coverage</b> - Subject to prescription copayments and coinsurance.   | Saver Rx  |
| <b>Annual out-of-pocket maximums</b><br><b>Medical:</b> The most you have to pay for covered services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums.<br><b>Prescription:</b> The most you have to pay for prescription copayments and coinsurance in a calendar year.                             | Medical: \$1,500 individual/\$3,000 family<br><br>Prescription: \$1,000 individual/\$2,000 family             |
| Covered service   | In-network cost share   |
| <b>Preventive care</b> - Certain services such as annual exams, screenings, childhood and adult immunizations and certain preventive medications.   | No cost to you  |
| <b>Prenatal and postnatal care</b> - Prenatal and postnatal doctor visits.  |   |
| <b>Blue Cross online visit</b>  | Subject to deductible and Blue Cross online visit copayment   |
| <b>Office visit</b> - e.g. primary care physician, obstetrics and gynecology and pediatric visits   | Subject to deductible and office visit copayment  |
| <b>Specialist visit</b>   | Subject to deductible and specialist visit copayment  |
| <b>Urgent care</b> - Copayment waived if services are required to treat a medical emergency or accidental injury.   | Subject to deductible and urgent care copayment   |
| <b>Hospital emergency room (ER)</b> - Copayment waived if admitted or due to an accidental injury.  | Subject to deductible and emergency room copayment<br>If copayment is waived, then coinsurance may apply      |
| <b>Allergy testing and therapy</b>  | Subject to deductible and coinsurance<br>Specialist visit copayment may apply                                 |
| <b>Osteopathic manipulations</b> - Performed by an Osteopathic physician. Up to 38 visits per calendar year.  | Subject to deductible and office visit copayment  |

| Covered service   | In-network cost share   |
|---|---|
| <b>Chiropractic services including modalities</b> - Up to 38 visits per calendar year.  | Subject to deductible and coinsurance<br>Office visit copayment may apply |
| <b>Acupuncture</b> - Must be performed by an M.D. or D.O.   | Subject to deductible and coinsurance<br>Office visit copayment may apply |
| <b>Mental health and substance abuse - outpatient care</b>  |   |
| <b>Mental health and substance abuse - inpatient care</b>   | Subject to deductible and coinsurance                                     |
| <b>Inpatient hospital</b>   |   |
| <b>Outpatient physical, occupational and speech therapy</b> - Up to a combined benefit max of 60 visits per individual per calendar year.   |   |
| <b>Diagnostic lab and X-ray</b>   |   |
| <b>Radiation and chemotherapy</b>   |   |
| <b>Autism - applied behavior analysis (ABA) services</b>  |   |
| <b>Hearing care</b> - Hearing related services performed by an M.D. or D.O.   |   |
| <b>Hearing aids</b> - There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period.   |   |
| <b>Ambulance</b>  |   |
| <b>Bariatric surgery</b>  |   |
| <b>Medical supplies</b>   |   |
| <b>Durable medical equipment (DME)</b>  |   |
| <b>Prosthetics and orthotics</b>  |   |
| <b>Home health care</b>   |   |
| <b>Skilled nursing facility</b> - Up to a max of 120 days per calendar year.  |   |
| <b>Human organ transplant</b> - Must be performed at an approved facility.  |   |
| <b>Home delivery of prescription medications</b>  |   |
| MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to <a href="http://messa.org">messa.org</a> to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346 |   |
| <b>Medical care outside the U.S.</b>  |   |
| MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website ( <a href="http://www.bcbsglobalcore.com">www.bcbsglobalcore.com</a> ) to find in-network providers prior to your departure.   |   |
| <b>Covered services and approved amounts</b>  |   |
| <b>In-network providers</b> bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements.   |   |
| <b>Out-of-network providers</b> may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial.  |   |
| <i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) &amp; 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i>   |   |
| <b>Life and accidental death &amp; dismemberment insurance</b>  |   |
| <b>Life insurance:</b> \$5,000 policy for you.  |   |
| <b>Accidental death &amp; dismemberment insurance (AD&amp;D):</b> \$5,000 policy or you.  |   |
| AD&D terminates at age 65 or when employment ends, whichever comes later.<br><i>Life and AD&amp;D insurance underwritten by Life Insurance Company of North America.</i>  |   |

# MESSA Dental plan highlights



1475 Kendale Blvd. PO Box 2560  
East Lansing, Michigan 48826-2560  
517.332.2581 • 800.292.4910

**Effective Date: 10/01/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel**

**Group/Subgroup: 00755-0009 PAK A, C, D**

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting [www.messa.org](http://www.messa.org) and using the provider directory search provided by Delta Dental.

## Plan Features

| Diagnostic & Preventive Services<br>75%   | Basic Services<br>75%   | Major Services<br>50%  | Orthodontics<br>75%   |
|---|---|--|---|
| <ul style="list-style-type: none"> <li>• Oral Examination</li> <li>• Prophylaxes</li> <li>• Topical Fluoride*</li> <li>• Brush Biopsy</li> <li>• Emergency Palliative</li> <li>• 2 Cleanings in 12 Months</li> </ul> <p>* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.</p> <p><b>Rider</b><br/>(If neither box below is checked, you do not have this coverage.)</p> <p><input type="checkbox"/> 3 Cleanings in 12 Months</p> <p><input type="checkbox"/> 4 Cleanings in 12 Months</p> | <ul style="list-style-type: none"> <li>• Radiographs (x-rays)*</li> <li>• Restorative</li> <li>• Crowns**</li> <li>• Oral Surgery</li> <li>• Endodontic Services — treatment for diseased or damaged nerves.</li> <li>• Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.</li> </ul> <p>* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</p> <p>** Payable once in any 5-year period on the same tooth.</p> <p><b>Rider</b><br/>(If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.</p> | <ul style="list-style-type: none"> <li>• Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures.</li> <li>• Payable once in any 5-year period for the same appliances.</li> </ul> | <ul style="list-style-type: none"> <li>• Necessary treatment and procedures required for the correction of abnormal bite.</li> <li>• Orthodontic exam, radiographs and extractions are covered under Diagnostic &amp; Preventive Services and Basic Services.</li> </ul> <p><b>Rider</b><br/>(If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.</p> |
| <b>\$1,000</b> annual maximum per person<br><b>Diagnostic &amp; Preventive Services, Basic Services, and Major Services</b>   |   |  | <b>\$750</b> lifetime maximum per person<br><b>Orthodontics</b>   |

# MESSA Dental plan highlights

**Effective Date: 10/01/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel**

**Group/Subgroup: 00755-0010 PAK B**

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting [www.messa.org](http://www.messa.org) and using the provider directory search provided by Delta Dental.

## Plan Features

| Diagnostic & Preventive Services<br>75%   | Basic Services<br>75%   | Major Services<br>50%  | Orthodontics<br>75%   |
|---|---|--|---|
| <ul style="list-style-type: none"> <li>• Oral Examination</li> <li>• Prophylaxes</li> <li>• Topical Fluoride*</li> <li>• Brush Biopsy</li> <li>• Emergency Palliative</li> <li>• 2 Cleanings in 12 Months</li> </ul> <p>* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.</p> <p><b>Rider</b><br/>(If neither box below is checked, you do not have this coverage.)</p> <p><input type="checkbox"/> 3 Cleanings in 12 Months</p> <p><input type="checkbox"/> 4 Cleanings in 12 Months</p> | <ul style="list-style-type: none"> <li>• Radiographs (x-rays)*</li> <li>• Restorative</li> <li>• Crowns**</li> <li>• Oral Surgery</li> <li>• Endodontic Services — treatment for diseased or damaged nerves.</li> <li>• Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.</li> </ul> <p>* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</p> <p>** Payable once in any 5-year period on the same tooth.</p> <p><b>Rider</b><br/>(If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.</p> | <ul style="list-style-type: none"> <li>• Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures.</li> <li>• Payable once in any 5-year period for the same appliances.</li> </ul> | <ul style="list-style-type: none"> <li>• Necessary treatment and procedures required for the correction of abnormal bite.</li> <li>• Orthodontic exam, radiographs and extractions are covered under Diagnostic &amp; Preventive Services and Basic Services.</li> </ul> <p><b>Rider</b><br/>(If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.</p> |
| <b>\$1,000</b> annual maximum per person<br><b>Diagnostic &amp; Preventive Services, Basic Services, and Major Services</b>   |   |  | <b>\$750</b> lifetime maximum per person<br><b>Orthodontics</b>   |

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

# VSP-3 G Benefits



1475 Kendale Blvd. PO Box 2560  
East Lansing, Michigan 48826-2560  
517.332.2581 • 800.292.4910

## In-network providers

Most eye doctors are in VSP's Signature network. Staying in-network makes sure you get the most value from your benefits and limits your out-of-pocket costs. In-network doctors bill VSP directly as a convenience to you. A directory of Signature network doctors is available at [www.messa.org](http://www.messa.org) or [www.vsp.com](http://www.vsp.com). Call VSP member services at 800.877.7195 for assistance.

## Out-of-network providers

(Maximum reimbursement to patient)

If you choose to see a doctor who is not in the VSP Signature network, your out-of-pocket costs will likely be higher and you must submit the itemized receipts to VSP for reimbursement. For more information, visit [www.vsp.com](http://www.vsp.com) or call VSP member services at 800.877.7195.

| Benefit  | In-network provider                    | Out-of-network provider maximum allowance   |
|--|--|---|
| <b>Examination</b>   |  |   |
| ■ Optometrist  | No copayment                           | \$35  |
| ■ Ophthalmologist  |  | \$45  |
| <b>Contact lenses (includes examination)</b>   |  |   |
| ■ Elective lenses to improve vision  | \$135 allowance                        | \$115   |
| ■ Medically necessary – to correct <i>keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye</i> | MESSA pays 100% of the approved amount | \$200   |
| <b>Eyeglass frames</b>   | \$130 allowance                        | \$55  |
| <b>Eyeglass lenses</b>   |  |   |
| ■ Single vision  |  | \$38  |
| ■ Bifocal  | MESSA pays 100% of the approved amount | \$60  |
| ■ Trifocal   |  | \$72  |
| ■ Lenticular   |  | \$108   |
| <b>Eyeglass lens enhancements</b>  |  |   |
| ■ Rose #1 or #2 tint   |  |   |
| ■ Rimless  |  |   |
| ■ Oversize   | MESSA pays 100% of the approved amount | Member must pay the difference between the approved amount and the provider charge. |
| ■ Blended  |  |   |
| ■ Photochromic   |  |   |
| ■ Progressive  | Not covered                            |   |
| ■ Tinted   |  |   |
| ● Single vision  |  | \$42  |
| ● Bifocal  |  | \$70  |
| ● Trifocal   |  | \$84  |
| ● Lenticular   | MESSA pays 100% of the approved amount | \$118   |
| ■ Polarized  |  |   |
| ● Single vision  |  | \$56  |
| ● Bifocal  |  | \$90  |
| ● Trifocal   |  | \$110   |
| ● Lenticular   |  | \$138   |

# MESSA Group Term Life Insurance plan highlights

Underwritten by Life Insurance Company of North America



**MESSA**®

1475 Kendale Blvd. PO Box 2560  
East Lansing, Michigan 48826-2560  
517.332.2581 • 800.292.4910

**Effective Date: 10/01/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel PAK A, B, C, D**

This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy.  
Please refer to your Life & Accident Insurance Certificate Booklet for complete information.

| Plan features  | Definition   | Your Coverage |
|--|--|---------------|
| <b>Group Term Life Insurance</b>                       | The amount of your Group Term Life Insurance coverage.   | \$30,000      |
| <b>Group AD&amp;D Insurance</b>                        | The amount of your Accidental Death and Dismemberment (AD&D) coverage.   | \$30,000      |
| <b>Group Dependent Term Life Insurance: SPOUSE</b>     | This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits.            | N/A           |
| <b>Group Dependent Term Life Insurance: CHILD(REN)</b> | This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits. | N/A           |

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.



# MESSA Group LTD Plan Benefit Highlights

Underwritten by Life Insurance Company of North America



**MESSA**

1475 Kendale Blvd. PO Box 2560  
East Lansing, Michigan 48826-2560  
517.332.2581 • 800.292.4910

**Effective Date: 10/01/2020**

**MESSA Account: L'Anse Creuse Schools**

**Employee Group: 005G Office Personnel**

Long Term Disability (LTD) insurance provides benefits at a percentage of a member's salary in the event of total disability. Benefits begin after the satisfaction of a waiting period and continue as long as the member remains totally disabled as described under "Maximum Benefit Period" in the LTD certificate booklet.

*This is a brief summary of your coverage available under MESSA's Group LTD insurance. Refer to the actual certificate booklet for complete information.*

| Plan Features                                | Definition  | Your Coverage             |
|--|---|---------------------------|
| <b>Pre-Existing Conditions Waived</b>        | Medical conditions for which the advice or treatment was received prior to effective date of coverage are included. However, doctor-verified disabilities in effect prior to the effective date would be excluded.  | Yes                       |
| <b>Waiting Period</b>                        | <i>Calendar Day (CD):</i> The waiting period is based on actual calendar days.<br><i>Work Day (WD):</i> The waiting period is based on the consecutive number of contracted work days.<br><i>Modified Fill (MF):</i> Benefits begin on the latter of exhaustion of sick time/ bank or the specified number of calendar/work day waiting period.<br><i>Straight Wait (SW):</i> Benefits begin after the specified number of calendar/ work day waiting period. | 90 CDMF                   |
| <b>Benefit Level</b>                         | Percent of covered salary.  | 66 2/3 %                  |
| <b>Maximum Benefit Level</b>                 | Monthly benefit up to the maximum amount bargained.   | \$3,000                   |
| <b>Minimum Maximum Benefit</b>               | There is a minimum monthly benefit of 5% of the gross monthly benefit or \$50, whichever is greater, after all offsets are applied, not to exceed the maximum monthly benefit.  | 5 %                       |
| <b>Offsets</b>                               | Benefits are reduced by any income the employee receives or is entitled to receive such as vacation pay, salary continuation, workers' compensation, full auto wage loss benefit, any employer-paid group plan, retirement benefits you receive from your employer's retirement or pension plan, including Michigan Public School Employees' Retirement System (MPSERS), short-term disability, and others.   |                           |
| <b>Social Security Offsets</b>               | <i>Primary:</i> Social security retirement and social security disability are offsets.<br><i>Family:</i> Any social security disability benefits received by the employee's family due to the employee's disability is an offset.   | Family                    |
| <b>Freeze on Offsets</b>                     | Monthly disability benefits will not be reduced because of automatic, statutory or general cost of living increases in income from other sources after MESSA's initial benefit determination for each specified offset has been made. The exception to this is an unsuccessful return to work with increased salary, social security and retirement cost of living.   | Yes                       |
| <b>COLA</b>                                  | An employee's benefit may be increased while on claim due to increase in the cost of living. The increase is based on changes in the Consumer Price Index as of January 1 each year and is payable on the anniversary of the commencement of benefit payment. There is a maximum annual increase of 3%.   | No                        |
| <b>Own Occupation Maximum Benefit Period</b> | Disability benefits may be payable during continuous disability. After the own occupation period, a member must be unable to perform any occupation for which he/she is qualified by training, experience or education. Benefits may be payable up to age 65. For benefits commencing at or after age 60, please see your benefit schedule.   | 2 Years                   |
| <b>Mental / Nervous Conditions</b>           | These conditions are covered as any other illness unless you have a 2-year aggregate limitation.  | Same as any other illness |
| <b>Alcoholism / Drug Abuse</b>               | These conditions are covered as any other illness unless you have a 2-year aggregate limitation.  | Same as any other illness |

For additional information please call MESSA's Disability Department at 800.247.6951.



## PERFORMANCE ASSESSMENT FOR OFFICE EMPLOYEES

|              |           |
|--------------|-----------|
| Name:        | Position: |
| Employee ID: | Location: |
| Date:        |           |

Key: S – Satisfactory: Adequate or surpassing adequate  
M – Marginal: Close to the lower limit of acceptability  
U – Unsatisfactory: Inadequate and unacceptable (must improve)

### A. Professional Responsibilities

1. S ☐ M ☐ U ☐ N/A ☐ Completes tasks appropriately and on schedule
2. S ☐ M ☐ U ☐ N/A ☐ Initiates tasks without outside directions
3. S ☐ M ☐ U ☐ N/A ☐ Composes written communications with appropriate grammar, punctuation, and spelling
4. S ☐ M ☐ U ☐ N/A ☐ Demonstrates appropriate typing/computer skills consistent with classification level/responsibilities
5. S ☐ M ☐ U ☐ N/A ☐ Exhibits technical ability in operating and maintaining office machines
6. S ☐ M ☐ U ☐ N/A ☐ Possesses professional telephone/communication skills
7. S ☐ M ☐ U ☐ N/A ☐ Exhibits diplomacy with students, co-workers, staff/community
8. S ☐ M ☐ U ☐ N/A ☐ Files and locates materials in an organized manner
9. S ☐ M ☐ U ☐ N/A ☐ Demonstrates working knowledge of Microsoft Office products appropriate to classification level/responsibilities

### B. Personal Responsibilities

1. S ☐ M ☐ U ☐ N/A ☐ Has regard for professional dress, manner and grooming
2. S ☐ M ☐ U ☐ N/A ☐ Exhibits self-confidence; is well poised
3. S ☐ M ☐ U ☐ N/A ☐ Makes appropriate decisions
4. S ☐ M ☐ U ☐ N/A ☐ Accepts constructive criticism and is cooperative
5. S ☐ M ☐ U ☐ N/A ☐ Has ability to withstand pressure and remain calm in crisis situations
6. S ☐ M ☐ U ☐ N/A ☐ Complies with the requirements of confidentiality for educational and medical records
7. S ☐ M ☐ U ☐ N/A ☐ Maintains regular attendance

**Comments:**

\_\_\_\_\_  
Appraising Supervisor

\_\_\_\_\_  
Employee Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

"Attachment C"

**Clerical Calendar  
2020-2021  
Holidays - Paid days off**

| GROUP                                     |                             |  | C         | B         | A         |
|---|-----------------------------|--|-----------|-----------|-----------|
| <b>Holidays</b>                           |                             |  |           |           |           |
| Jul. 4                                    | Independence Day (observed) |  | X         |           |           |
| Sept. 7                                   | Labor Day Mon.              |  | X         | X         | X         |
| Nov. 26                                   | Thanksgiving Day            |  | X         | X         | X         |
| Dec. 24                                   | Christmas Eve               |  | X         | X         | X         |
| Dec. 25                                   | Christmas Day               |  | X         | X         | X         |
| Dec. 31                                   | New Year's Eve              |  | X         | X         | X         |
| Jan. 1                                    | New Year's Day              |  | X         | X         | X         |
| Feb. 15                                   | President's Day             |  | X         | X         | X         |
| Apr. 2                                    | Good Friday                 |  | X         | X         | X         |
| May 31                                    | Memorial day                |  | X         | X         | X         |
| Total Holidays                            |                             |  | 10        | 9         | 9         |
|   |                             |  |           |           |           |
| <b>Paid Days Off</b>                      |                             |  |           |           |           |
| Sept. 4                                   |                             |  | X         | X         | X         |
| Nov. 25                                   |                             |  | X         | X         | X         |
| Nov. 27                                   |                             |  | X         | X         | X         |
| Dec. 21                                   |                             |  | X         | X         | X         |
| Dec. 22                                   |                             |  | X         | X         | X         |
| Dec. 23                                   |                             |  | X         | X         | X         |
| Dec. 28                                   |                             |  | X         | X         | X         |
| Dec. 29                                   |                             |  | X         | X         | X         |
| Dec. 30                                   |                             |  | X         | X         | X         |
| April 5                                   |                             |  |           | X         | X         |
| April 6                                   |                             |  |           | X         | X         |
| April 7                                   |                             |  |           | X         | X         |
| April 8                                   |                             |  |           | X         | X         |
| April 9                                   |                             |  |           | X         | X         |
| Total Paid Days Off                       |                             |  | 9         | 14        | 14        |
| <b>Total – Holidays and Paid Days Off</b> |                             |  | <b>19</b> | <b>23</b> | <b>23</b> |
|   |                             |  |           |           |           |


/ad 10/9/2020


Group C & D employees will follow the same schedule with the addition of July 4 beginning with year one. Maximum number of days group D employees will receive is seven days.


Calendars for 2020-2021 and 2021-2022 shall be agreed upon and attachment C must be updated. Excel calendars for groups A, B, and C shall be agreed upon, published, and distributed to members.

SIGNATURE PAGE

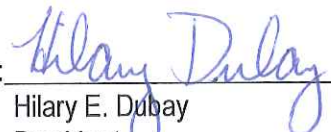
**L'Anse Creuse Educational  
Support Personnel Association**


BY:   
Mara Wirtz  
Uniserv  
MEA-NEA Local I

By:   
Lynn Pallach  
Co-President  
Educational Support Personnel  
Employees, MEA-NEA, Local 1-6E

By:   
Kerry Stewart  
Co-President  
Educational Support Personnel  
Employees, MEA-NEA, Local 1-6E

**L'Anse Creuse Public Schools  
Board Of Education**

By:   
Hilary E. Dubay  
President  
Board of Education

By:   
Sharon L. Ross  
Secretary  
Board of Education

Signature page on file

DATE: 4/26/2021

DATE: 4/26/2021

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**Letter of Understanding**  
**between**  
**L'Anse Creuse Educational Support Personnel Association, MEA-NEA**  
**and**  
**L'Anse Creuse Public Schools Board of Education**

**Re: Use of Compensatory Time for Holiday Pay**

This agreement shall be in effect for the 2021-2022 work year and shall be non-precedent setting.

1. Bargaining unit employees with one (1) to five (5) years in the Association are provided, under the Collective Bargaining Agreement, the following paid holidays:
  - Thanksgiving Day
  - Christmas Day
  - Good Friday
  - Memorial Day
2. During the 2021-2022 work year, bargaining unit employees shall be able to use up to four (4) days of compensatory time to receive holiday pay for any of the following holidays, not included in the Collective Bargaining Agreement, as paid holidays for bargaining unit employees with one (1) to five (5) years in the Association:
  - Christmas Eve
  - New Year's Eve
  - New Year's Day
  - Mid-Winter (1 day)
3. Christmas Day and New Year's day are on a Saturday during the 2021-2022 work year, so the following dates are the observed paid holidays:
  - Christmas Eve - December 23, 2021
  - Christmas Day - December 24, 2021
  - New Year's Eve - December 30, 2021
  - New Year's Day - December 31, 2021
4. One (1) day shall be defined as seven and one half (7 ½) hours of compensatory time.
5. A Compensatory Use Form will be developed for the purpose of identifying the holidays that will be paid using compensatory time.

6. This form must be submitted to payroll no later than 21 days prior to the use of compensatory time for holiday pay.

Lynn Pallack

Lynn Pallack  
President  
LCESPA, MEA-NEA

10.27.21

Date

Kerri Stewart

Kerri Stewart  
President  
LCESPA, MEA-NEA

Oct 27, 2021

Date

Dr. Greg Dixon

Dr. Greg Dixon  
Asst. Superintendent for Human Resources  
L'Anse Creuse Public Schools

10.22.21

Date



**Letter of Understanding  
between  
L'Anse Creuse Educational Support Personnel Association, MEA-NEA  
and  
L'Anse Creuse Public Schools Board of Education**

**Re: Temporary or Vacant Positions**

1. A temporary position, as defined by the collective bargaining agreement, is as a unit position vacated (exclusive of vacations) for up to ninety (90) calendar days.
2. A vacancy, as defined by the collective bargaining agreement, 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.
3. If after two (2) weeks, a temporary position has not been filled by a substitute and a current bargaining unit employee is responsible for the duties of the unfilled temporary position, in addition to the duties of his/her current position, the bargaining unit member's hourly rate shall be increased by an amount equal to one third of the current hourly clerical sub rate.
4. If after two (2) weeks, a vacant position has not been filled by a bargaining unit member or an outside applicant and a current bargaining unit employee is responsible for the duties of the unfilled position, in addition to the duties of his/her current position, the bargaining unit member's hourly rate shall be increased by an amount equal to one third of the current hourly clerical sub rate.
  - Example: A Class 1, Step 4 bargaining unit employee is responsible for the duties of the vacant position as well as his/her own duties.
    - Current clerical hourly sub rate is \$9.65/hour
    - One third (1/3) of current hourly sub rate is \$3.22
    - Class 1, Step 4 rate is \$14.44/hour
    - Rate while responsible for the duties of the unfilled position as well as his/her own position is \$17.66/hour
5. Performing the responsibilities of the unfilled temporary or vacant position, in addition to the bargaining unit member's own responsibilities shall be voluntary.

**Letter of Understanding  
between  
L'Anse Creuse Educational Support Personnel Association, MEA-NEA  
and  
L'Anse Creuse Public Schools Board of Education**

**Re: Temporary or Vacant Positions**



Lynn Pallach  
President  
LCESPA, MEA-NEA

10-27-21

Date



Kerri Stewart  
President  
LCESPA, MEA-NEA

Oct 27, 2021

Date



Dr. Greg Dixon  
Asst. Superintendent for Human Resources  
L'Anse Creuse Public Schools

10-27-2021

Date

## Letter of Understanding

between

L'Anse Creuse Educational Support Personnel Association, MEA-NEA

and

The L'Anse Creuse Public Schools Board of Education

Re: COVID-19

This agreement shall be in effect for the 2021-2022 school year and shall be non-precedent setting.

The parties agree that, due to the COVID-19 Pandemic, the following provisions shall apply:

1. The District will comply with all current Macomb County Health Department guidelines regarding COVID-19. The need to quarantine and length of the quarantine shall be determined by the Macomb County Health Department.
2. The District shall provide adequate supplies to support healthy hygiene behaviors including soap, hand sanitizer, and disinfectant.
3. If a bargaining unit employee is required to quarantine due to a case of COVID-19 in their school environment, the bargaining unit employee has three options; quarantine at home for 10 days, quarantine at home for 7 days if you provide documentation of a negative test on day five, or continue coming to work if you test negative daily for 7 days. If you choose to quarantine at home instead of daily testing, you must use your own sick days. The bargaining unit employee shall not have daily teaching responsibilities if using their own sick days.
4. If a bargaining unit employee tests positive for COVID-19 and the Macomb County Health Department determines that it is due to a school-related exposure or if the Macomb County Health Department is not able to determine the point of exposure, he/she shall not have any days deducted from his/her paid time off total when documentation of a positive test, within 48 hours, is provided. If a bargaining unit employee is asymptomatic, he/she may have daily responsibilities from his/her quarantine location. If a bargaining unit employee is symptomatic, he/she will not have responsibilities.
5. If a bargaining unit employee or family member is required to quarantine, due to an identified case of COVID-19 outside the school environment, the bargaining unit employee shall use his/her own paid time off. The bargaining unit employee will not have responsibilities while using their own sick time.

6. If a bargaining unit employee becomes ill unrelated to COVID, he/she shall use his/her own paid time off.
7. The District will continue to pay their portion of health insurance for any bargaining unit employee who is required to quarantine or who has tested positive for COVID-19 for the time they are unable to work.

Lynn Pallach

Lynn Pallach  
President  
LCESPA, MEA-NEA

10-27-21

Date

Kerri Stewart

Kerri Stewart  
President  
LCESPA, MEA-NEA

Oct 27, 2021

Date

Greg Dixon

Dr. Greg Dixon  
Asst. Superintendent for Human Resources  
L'Anse Creuse Public Schools

10-27-2021

Date

Letter of Understanding  
between  
L'Anse Creuse Educational Support Personnel Association, MEA-NEA  
and  
L'Anse Creuse Public Schools Board of Education

**Re: Group C, 52 Week Positions**

1. Vacant Group C, 52 week, positions shall be considered interview positions. Placement into these positions shall be based on, skill, ability, experience, qualifications, and the utilization and evaluation of the factors included in the Performance Assessment for Office Employees by the interviewing administrator(s) of the bargaining unit employee concerned.
2. Between bargaining unit employees of equal skill, ability, experience, qualifications, and factors included in the Performance Assessment for Office Employees, the classification of the bargaining unit employee shall govern. For bargaining unit employees within the same classification, seniority of the bargaining unit member shall govern.
3. Since, as current contract language specifies, "management supports a policy of hiring and promoting from within", vacant bargaining unit positions shall not be filled by external (outside the bargaining unit) applicants unless the district can give a rationale and/or provide supporting documentation as to why there are no internal (bargaining unit employees) applicants that possess the ability and skill to perform the duties of the position or who could be trained to perform the necessary duties in a reasonable amount of time.
4. All terms and conditions of the Collective Bargaining Agreement, including Article XXIV, Promotion and Transfer, shall remain in full effect, except as modified by this Letter of Understanding.

This Letter of Understanding shall be non-precedent setting and apply to Group C, 52 week, positions only.



Lynn Pallach  
President  
LCESPA, MEA-NEA

3.23.22

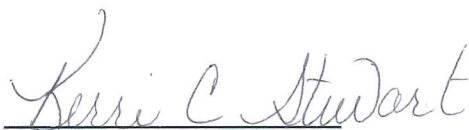
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Greg Dixon  
Asst. Superintendent for Human Resources  
L'Anse Creuse Public Schools

3.22.22

Date



Kerri Stewart  
President  
LCESPA, MEA-NEA

3.23.22

Date