

June 30, 1976

1975-76

AGREEMENT

BETWEEN

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

Marquette - Alger Intermediate School District  
427 West College Avenue  
Marquette, Mich.  
49855

AND

LOCAL #2565  
COUNCIL #55, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

*Marquette - Alger*

*Intermediate*

*School District*

CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Agreement.....	1
1. Recognition of the School District's Right to Manage.....	1
2. Union Security, Agency Shop.....	1
3. Dues Check Off.....	2
4. Representation Fee Check Off.....	3
5. Remittance of Dues and Fees.....	4
6. Recognition of the Union.....	4
7. Definition of Employee Status.....	5
8. Union Representatives.....	7
9. Seniority Lists.....	7
10. Seniority of Officers and Stewards.....	7
11. Layoff Defined.....	7
12. Recall Procedure.....	8
13. Vacancies and Transfers.....	8
14. Special Conferences.....	9
15. Discipline, Suspension and Discharge.....	9
16. Strikes and Work Interruptions.....	9
17. Grievance Procedure.....	10
18. Union Bulletin Board.....	13
19. Distribution of Agreement.....	13
20. Veterans, Reinstatement.....	13
21. Jury Duty.....	13
22. Rates for New Jobs.....	13
23. Computation of Benefits.....	14
24. Leaves of Absence.....	14
25. Illness and Personal Leave.....	15
26. Funeral Leave.....	15
27. Terminal Leave.....	16
28. Workmen's Compensation.....	16
29. Insurance.....	16
30. Workshops and Training Programs.....	17
31. Wage Rates and Classifications.....	17
32. Longevity Compensation Plan.....	17
33. Retirement Benefits.....	17
34. Term of Agreement.....	17



AGREEMENT

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Marquette-Alger Intermediate School District (hereinafter referred to as the "School District") and the non-certified employees of the Marquette-Alger Intermediate School District, Chapter of Local 2565, affiliated with Council #55, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION OF THE SCHOOL DISTRICT'S RIGHT TO MANAGE

The Union recognizes and agrees that the School District has the right to govern all aspects of operating the School District and to direct its entire work force at all times, except as modified by the terms of this Agreement. It agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the School District to manage and operate the school system. Generally this includes, but is not limited to the right to: hire, suspend, discipline, discharge, promote, demote, assign, transfer, lay-off, recall or relieve employees; determine by interview, performance, written tests, or other generally accepted methods or procedures, the ability, aptitude and/or qualifications of individual employees for assignment to, employment in, or promotion to the various positions and job classifications; determine the number of employees; schedule employees as it deems necessary; establish the qualifications for various positions and job classifications; establish policies, rules and regulations governing the employees and students in its school system; enforce and maintain discipline and efficiency among employees; determine the nature, scope and type of facilities and services provided by the School District; alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the School District. He shall raise any question he has as to the School District's right to give him the order or instruction only after he carried out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions of this Agreement providing this section does not conflict with union rights under Public Act 379 and are applied in a reasonable manner. No employee is required to carry out an order that is in violation of any law or is an obvious and serious hazard to his safety or the safety of other employees.

ARTICLE 2 - UNION SECURITY, AGENCY SHOP

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing sixty (60) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.
- D. The School District shall not be required to take any action to terminate the employment of anyone for failure to comply with the requirements of this Article unless the Union shall, in writing, specifically identify the employee and request that the provisions of this Article be enforced.
- E. The Employer shall arrange a thirty (30) minute interview at the end of the first day of employment between the Chapter Chairman and the new employee(s) to provide pertinent union information. A new employee shall be furnished a copy of this Agreement.

ARTICLE 3 - DUES CHECK OFF

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see attached form), provided, that the form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- C. The School District agrees to provide the dues check off service without charge to the Union, provided, however, that the Union agrees to indemnify and save harmless the School District against any and all claims, demands, suits, expenses, or other forms of liability, including back pay, resulting from the School District's participation in the dues check off process or the application of the provisions of Article 2 above.

ARTICLE 4 - REPRESENTATION FEE CHECK OFF

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see attached form), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to the expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such representation fee will be determined as set forth in Article 2 of this contract.
- C. The School District agrees to provide the representation fee checkoff without charge to the Union, provided, however, that the Union agrees to indemnify and save harmless the School District against any and all claims, demands, suits, expenses, or other forms of liability, including back pay, resulting from the School District's participation in the representation fee process or the application of the provisions of Article 2 above.

AUTHORIZATION FORM

TO: Marquette-Alger Intermediate School District Board of Education,  
Marquette, Michigan 49855

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

- ( ) An amount established by the Union as monthly dues; or
- ( ) An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union 2565.

BY \_\_\_\_\_

Print Last Name	First Name	
Address	Zip Code	Telephone
Signature	Date	

-----

REVOCATION OF AUTHORIZATION FOR PAYROLL DEDUCTION

TO: Marquette-Alger Intermediate School District Board of Education,  
Marquette, Michigan 49855

I, the undersigned, do hereby revoke the above Authorization for Payroll Deduction.

---

Signature of Employee

Date

ARTICLE 5 - REMITTANCE OF DUES AND FEES

A. When deductions begin.

Checkoff deductions under all properly executed Authorizations for Checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

C. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 6 - RECOGNITION OF THE UNION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School District does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment for the term of this Agreement of all employees of the School District included in the bargaining unit described below:

"UNIT:

"All non-certified employees

"EXCLUDING secretaries and supervisors as defined by the Commission."



ARTICLE 7 - DEFINITION OF EMPLOYEE STATUS

Nothing contained in this Article shall be construed as a guarantee of work or a guarantee that any employee shall be scheduled for any specific number of hours per day or week. Hours of work shall be as scheduled and agreed upon by both parties in this Agreement.

A. Definition

Full-time employees are those who are regularly scheduled to work thirty (30) or more hours per week. Full-time employees are entitled to all fringe benefits outlined in this Agreement.

Regular part-time employees, who are regularly scheduled to work twenty (20) to thirty (30) hours per week, are entitled to one-half (1/2) fringe benefits as specified in this Agreement.

Irregular part-time employees regularly scheduled to work less than twenty (20) hours per week will not receive any fringe benefits specified in this Agreement.

Substitute employees are those employees hired for either full or part-time work but for a limited period of time, not to exceed two (2) weeks. Such employees shall be paid the probationary hourly rate but shall not be bound by the provisions of Articles 2, 3 and 4 of this Agreement and shall have none of the rights, benefits, or remedies provided by this Agreement.

In the event the vacancy is expected to exceed two (2) weeks but is not permanent, such vacancy shall be filled by regular or irregular part-time employees in accordance with the following procedure:

1. Employees interested in additional or supplemental work assignments beyond their regular work assignments shall indicate their interest by completing a written application during the first week of the fall term, the first week of the spring term and the first week of the summer term.
2. Such application shall be valid only for the term in which it is completed and shall specify the number of additional hours desired (not to exceed a total of forty (40) hours per week), the hours which an employee is available and the kind of supplemental work desired.
3. In filling a long-term vacancy, the supervisor shall assign the available work to one of the applicants on the basis of seniority and qualifications.
4. An applicant who is twice offered additional work and who twice refuses additional work shall be ineligible for supplemental work assignments and shall have his application invalidated.

Volunteer workers are those individuals or members of organizations who contribute their time and/or services to the School District without charge. The School District shall continue to utilize such volunteer services provided, however, that individuals providing such services shall not be paid for them and shall have none of the benefits, rights, remedies, or obligations provided by this Agreement. Furthermore, such volunteer workers will not be used to perform work normally and regularly performed by members of the bargaining unit except on a supplemental basis.

The School District may continue to use students and others whose wages are paid in whole or in part by another agency or the State or Federal Government. These employees shall not be covered by the terms of this Agreement and shall not have any of the rights, benefits, remedies, or obligations created by it. Such employees shall not be used to perform work normally and regularly performed by members of the bargaining unit in such a way as to replace, displace or reduce the work of members in the bargaining unit.

Volunteer or students shall not be used to perform bargaining unit work on bus runs.

B. Seniority

An employee shall be considered to be on probation until he has completed three (3) calendar months of regular full-time employment or four (4) calendar months of regular part-time or irregular part-time employment, measured from his first day of work for the School District after his most recent hiring.

If a terminated employee or laid-off employee has been out of the employ of the School District for more than two (2) years, he shall, upon reemployment, begin a new probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. The School District may discharge probationary employees for any reason whatsoever. Such discharged probationary employee shall have no recourse to the grievance procedure in this Agreement and the School District shall not be required to honor or recognize any such grievance unless the reason for discharge is for participation in Union activities.

C. Hours of Work and Staffing

It is expected that from time to time employees may, as a result of unforeseen circumstances, be required to spend extra time beyond the regular day on their job.

Time and one-half (1/2) shall be paid for all time worked over eight (8) hours per day and forty (40) hours per week when such overtime is approved by the immediate supervisor. Overtime pay shall not be pyramided.



An employee reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half when recalled to work.

Employees may take a coffee break.

- D. Supervisory employees shall not be permitted to perform work within the bargaining unit except in case of an emergency. This provision shall have no application to substitute employees as defined in Article 7.

#### ARTICLE 8 - UNION REPRESENTATIVES

##### Steward, Alternate Steward

The employees covered by this Agreement will be represented by one (1) steward.

The employer will be notified of the names of the steward and the alternate steward who would serve only in the absence of the regular steward.

The union shall have the exclusive right to name said steward.

#### ARTICLE 9 - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairman with up-to-date copies at least every six (6) months.

#### ARTICLE 10 - SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairman, the Chapter Secretary, and Stewards, in that order, shall head the seniority list of the unit during their term of office, for the purpose of layoff only, provided they can perform the work available.

#### ARTICLE 11 - LAYOFF DEFINED

- A. The word, "layoff", means a reduction in the work force due to a decrease of work or a lack of funds. The layoff of employees shall be on the basis of district-wide seniority and minimum qualification.

- B. When a layoff takes place, probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first, provided, that remaining employees meet minimum qualifications to perform the work available.
- C. Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff and the Chapter Chairman or designee will receive as much additional advance notice as is possible under the circumstances.
- D. During a layoff there shall be no scheduled overtime except in connection with employees assigned to normally scheduled bus runs.

ARTICLE 12 - RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority with the most senior employee on layoff being recalled first, provided such employee meets minimum qualifications to perform work available. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within seven (7) working days from the date of mailing of notice of recall, he shall be considered a voluntary quit. In proper cases, exceptions may be made.

ARTICLE 13 - VACANCIES AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its employees first. Requests by an employee for a transfer or promotion to another work assignment shall be in writing to the Superintendent. The application shall set forth the reason for the transfer or promotion, the position sought and the applicant's qualifications. Such requests shall be reviewed once every six months to assure active consideration by the superintendent.
- B. The Board declares its support of the policy of filling permanent non-certified employee vacancies from its own staff whenever possible. If a permanent non-certified employee vacancy occurs or is anticipated, the Superintendent shall post, for a period of eight (8) days, notice of such a vacancy. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.
- C. During the first four (4) weeks after an employee has been transferred or promoted to a new job assignment, he may be transferred back to his old assignment either at his request or at the option of the superintendent.

ARTICLE 14 - SPECIAL CONFERENCES

A special conference on any matter, which either the Union or the School District considers sufficiently important to call for such procedure, may be arranged by mutual agreement of the Union representative and the School District. The party requesting a special conference shall do so in writing and shall accompany his request with a written agendum adequately identifying the matters to be taken up at the meeting. A special conference may be attended by such representatives of each party as each of them reasonably and sensibly deems useful to the discussion of the matters on the agenda. However, no more than three (3) representatives of either party shall participate in a special conference unless the parties mutually agree to the contrary.

The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 15 - DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The School District, acting through any supervisor, may discipline an employee for just and proper cause. Disciplinary action may consist of an oral reprimand, disciplinary layoff, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it and the employee's record and work history will be considered.
- B. Within three (3) working days of the discharge or suspension, the discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the employer will make available a meeting room, if requested.
- C. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure.
- D. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 16 - STRIKES AND WORK INTERRUPTIONS

The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the operation of the School District and, therefore, to the public. The Union, therefore, agrees that there shall be no interruption of these services for any reason whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the School District's property, premises, or facilities. The Union further agrees that there shall be no strikes, sit-downs, stands, stoppage of work, or any acts that interfere in any way or to any degree with the services provided by the School District.



Any employee violating the provisions of this Article shall be subject to disciplinary action or discharge, in the discretion of the School District. Such disciplinary action or discharge shall not be subject to the grievance procedure.

When the Union receives notice that any strike, sit-down, work stoppage or any other act that constitutes a violation of this Article is occurring, or is threatened, the Union shall take immediate, positive action to stop or prevent the same. Among other things, the Union will immediately dispatch to the School District such officer or person with sufficient authority to terminate or prevent any violation of this Article. The Union will advise and confirm to all employees participating in the violation that they are subject to summary discharge without recourse to the grievance procedure. The Union will take any further or additional steps as may appear to be required to terminate or prevent any violation.

When it appears to the School District that the Union is unwilling or unable to terminate or prevent any violations of this Article, the School District may, at its option, terminate this Agreement and take such other action as is necessary to maintain normal school services for the community. Failure on the part of the Union to take good faith, immediate and positive action to terminate or prevent a violation of the provisions of this Article shall make the Union liable for any damages suffered by the School District resulting from such violation. The School District reserves all of the legal rights and remedies which may be available to it.

#### ARTICLE 17 - GRIEVANCE PROCEDURE

##### A. Definition of a Grievance

A grievance is defined as a claim, reasonably and sensibly founded on a violation of this Agreement. Any grievance filed shall specifically refer to the provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

##### B. Steps of the Grievance Procedure

An employee having a grievance, as above defined, may present it to the School District as follows and in accordance with the following steps:

Step 1: An employee may present his grievance to his immediate supervisor or to his Union representative, or to each of them individually, or both of them together. At any discussion of the grievance between the employee and his supervisor, either or both of them may arrange for the employee's Union representative to be present. A grievance shall be presented within twenty (20) days after the employee has knowledge of the event or the grievance shall be invalid and not accepted. In any event, any grievance not submitted within four (4) months of the occurrence of the event on which it is based shall be invalid and not accepted.

If the grievance is presented to the supervisor, he shall give his verbal answer to it no later than the end of the second day following its presentation. If the grievance is verbally granted, the matter shall be considered settled. If the grievance is verbally denied, it shall be put into written form by the grievant and submitted to the supervisor concerned within seven (7) days of the verbal denial. The grievance shall be signed by the aggrieved employee and shall specifically state which Article of the Agreement has been violated and the remedy desired. Any written grievance not signed by the employee or not submitted within seven (7) days, shall be considered settled on the basis of the verbal answer given by the supervisor.

The School District shall answer, in writing, within ten (10) days, all written grievances submitted. If the grievance is granted in writing, the matter shall be considered settled. If the grievance is denied in writing, the grievance may proceed to Step 2.

Step 2: If written denial of the grievance in Step 1 is to be appealed in Step 2, the Union representative, within ten (10) days following receipt of the written answer in Step 1, shall present the grievance to the Superintendent of the School District. The Superintendent shall answer the grievance in writing and within ten (10) days. If the Superintendent denies the grievance in writing, it may be appealed to Step 3.

Step 3: If written denial of a grievance in Step 2 is to be appealed to Step 3, the Union representative shall present the grievance to the Superintendent within seven (7) days following receipt of the written answer in Step 2. The Superintendent, or his authorized designee, shall then arrange for a meeting within fourteen (14) days between himself and other representatives of the School District and the Union representative, the Union's business agent, and any other conferees who may have an interest in the grievance. Either of the parties may arrange to have present at this meeting the grievant and/or any representative who participated in an earlier Step of the grievance procedure or who could reasonably be expected to contribute to the discussion and possible settlement of the grievance. After such meeting has occurred, the Superintendent shall answer the grievance in writing within ten (10) days. If the grievance is denied, it may be appealed to Step 4.

Step 4: If written denial of a grievance in Step 3 is to be appealed to Step 4, the Union representative shall, within five (5) days, present the written grievance to the Secretary of the School Board. The School Board shall, within twenty (20) working days, or at its next regularly scheduled meeting, consider the grievance and hear any arguments or testimony which the grievant and/or the Union may wish to present to the Board. The Board shall, within twenty (20) working days after such hearing, render its decision to the Union and the aggrieved employee.

If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

THE ARBITRATOR'S DECISION SHALL BE RENDERED WITHIN THIRTY (30) DAYS OF THE FINAL ARBITRATION.

The fees and the expenses of the arbitrator shall be shared equally by the parties.

C. Rules of the Grievance Procedure

1. In no event, shall the School District be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the School District, less any amount he has received or is entitled to receive from other employment, self-employment, or (if applicable) Unemployment Compensation.
2. For purposes of the grievance procedure, a day shall be deemed to mean Monday through Friday, excluding holidays. The day on which action is taken by either party shall not be considered part of the time limit provided.
3. The time limit at any Step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that Step.
4. A representative of the Union shall date and sign his appeal of a grievance to a higher Step. The School District's representative receiving it shall give a receipt for it and shall note the date and time he received it. A School District representative shall date and sign his answer to a grievance; the Union's representative receiving the answer shall give a receipt for it and shall note the date and time he received it.
5. In the absence of any of the parties specified to participate at any Step, such party may designate an alternate to act in his place.
6. A grievance not advanced to the next higher Step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the last answer given to it.



7. For working time necessarily spent in investigating a grievance or in discussion of such grievance with the School District's representatives, a representative of the Union employed by the School District shall be paid at his regular straight time rate for those hours which he would otherwise have been at work for the School District. It is understood and agreed that such investigations and discussions shall, whenever possible, be performed without loss of working time or interference with the duties or work of any employee.
8. With the permission of the Superintendent and/or the immediate supervisor, the Unit Chairman or a steward may investigate or present a grievance to the School District during working hours without loss of pay.
9. It is understood and agreed that any grievance settlement arrived at any Step is final and binding upon the School District, the Union, and the grievant.
10. All grievance discussion, investigation or proceedings shall be conducted in such manner and in such areas so as to assure that there will be no disruption, disturbance or interference with the normal operation and atmosphere of the School District or any of its facilities.

ARTICLE 18 - UNION BULLETIN BOARD

The School District will provide an official bulletin board which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 19 - DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement.

ARTICLE 20 - VETERANS, REINSTATEMENT

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

ARTICLE 21 - JURY DUTY

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

ARTICLE 22 - RATES FOR NEW JOBS

When a new job is created the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 23 - COMPUTATION OF BENEFITS

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

ARTICLE 24 - LEAVES OF ABSENCE

A. Mandatory Leaves of Absence

A leave of absence, without pay, and without loss of seniority, for a period not to exceed one (1) year, shall be granted by the Board, in writing, for the following purposes:

1. Serving in any elected or appointed position in the Union;
2. Maternity;
3. Illness of the employee (physical or mental);
4. Prolonged and serious illness in the immediate family requiring the presence and assistance of the employee.

The Board reserves the right, in the case of any leave granted under this paragraph to require the employee to provide evidence confirming the circumstances requiring the leave. This evidence shall include, but is not necessarily limited to, certificates or letters from licensed physicians, the Union, the hospital, or anyone else familiar with the circumstances. The Board may also, depending on the circumstances, require an employee returning from a leave granted by this paragraph to provide evidence that the employee is physically and mentally capable of returning to work. No leave granted by the provisions of this paragraph shall exceed one (1) year. Any extension beyond that period shall be solely and completely within the discretion of the Board.

B. Discretionary Leaves of Absence

Leaves of absence, without pay and without loss of seniority, for a period not to exceed one (1) year may be granted by the Board for any reason it deems sufficient. Such leaves may be granted for educational reasons, training, or sabbaticals, providing, however, that the granting of such leaves shall be solely and completely in the discretion of the Board and may be made upon such conditions as the Board chooses to specify.

- C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to a position to which his seniority and his qualifications entitles him.
- D. Officers of the Union selected to attend a function of the Union shall be allowed time off (not to exceed five work days) without pay to attend, provided there is two (2) weeks prior notification to the School District.

ARTICLE 25 - ILLNESS AND PERSONAL LEAVE

A. Sick Leave

1. Full-time employees (thirty or more hours per week) shall earn one (1) day of sick leave per month for each month worked.
2. Regular part-time employees (twenty to thirty hours per week) shall earn one-half (1/2) day of sick leave per month for each month worked.
3. Irregular part-time employees (less than twenty hours per week) will not receive sick leave.
4. Sick leave may be borrowed to the end of the current fiscal year. In the event an employee terminates employment prior to the end of the fiscal year, a deduction will be made for sick leave used above his/her accumulated amount.
5. The unused portion of such allowance shall accumulate from year to year without limitation. The Board shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of sick leave.
6. The employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

B. Personal Leave

1. Full-time employees (thirty or more hours per week) may be granted two (2) days per year for personal business.
2. Regular part-time employees (twenty to thirty hours per week) may be granted one (1) day per year for personal business.
3. Irregular part-time employees (less than twenty hours per week) will not receive personal leave.
4. Personal leave is not cumulative and is granted with prior approval by the Superintendent or his/her designee.
5. In the event that non-certificated personnel are unable to work because the Superintendent or his designee has decided classes cannot be held due to an "Act of God" (excessive snow or ice conditions), the employee shall still be paid for that day.

ARTICLE 26 - FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-parents, Brother, Sister, Wife or Husband, Son or Daughter, Step-children, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union, who is a member of the Bargaining Unit, for the exclusive purpose of attending the funeral.



ARTICLE 27 - TERMINAL LEAVE

Upon retirement from the District and upon simultaneously becoming eligible for retirement benefits from the Michigan Public School Employees Retirement Fund Board, the Board shall pay a terminal leave payment of 2% of the employees' total gross salary earned in service to the District with a minimum of five (5) years of employment. The maximum payment to be received under this section shall not exceed two thousand dollars (\$2,000.00) said payment to be made on the last day of employment.

ARTICLE 28 - WORKMEN'S COMPENSATION (On-the-Job-Injury)

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income. This amount shall be charged to the employees' accumulated sick leave prorated at one-third (1/3) sick leave day for each day of Workmen's Compensation and terminated when sick leave is exhausted.

ARTICLE 29 - INSURANCE

- A. The Marquette-Alger Intermediate School District Board shall pay sixty-eight dollars and ninety-two cents (\$68.92) per month toward an equivalent of Michigan Education Association Super Med 2 Insurance, developed and administered by Michigan Education Special Services Association, and/or option plans on a twelve-month (12) basis for each employee. The choice of the carrier shall be at the discretion of the board of education providing the benefits remain the same.
- B. The Board shall provide Group Life Insurance protection in the amount of \$10,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in amount not exceeding one-half (1/2) of the employee's benefit will be available on an optional basis.
- D. The Board shall provide 50 percent (50%) of the Long Term Disability Insurance for each member of the bargaining unit. Benefits shall be payable upon the 360 calendar day of disability at 60 percent (60%) of annual contractual salary. Benefit payment shall continue to age 65 or until termination of disability -- whichever occurs first.

E. Full-time employees (thirty or more hours per week) shall receive full insurance benefits.

Regular part-time employees (twenty to thirty hours per week) shall receive one-half (1/2) insurance benefits.

Irregular part-time employees (less than twenty hours per week) will not receive insurance benefits.

#### ARTICLE 30 - WORKSHOPS AND TRAINING PROGRAMS

Hourly rates will be paid to an employee for all hours spent in inservice workshops and/or training programs required by the Board, law, or the superintendent. All attendance at inservice workshops and/or training programs must be approved prior to attendance or participation.

Mileage will be paid to employees using their vehicles for transportation to and from such workshops and/or training programs provided, however, that the supervisor shall make arrangements between employees to form carpools in order to minimize transportation costs.

#### ARTICLE 31 - WAGE RATES AND CLASSIFICATIONS - APPENDIX A

(See attached Appendix A for the final wage rates which will be retroactive to July 1, 1975).

#### ARTICLE 32 - LONGEVITY COMPENSATION PLAN

(See attached Appendix B for Longevity Compensation Plan terms and schedule of payments).

#### ARTICLE 33 - RETIREMENT BENEFITS

Effective July 1, 1975, each employee will be covered under the Noncontributory plan as defined in Act 244, P.A. 1974 and administered by the Michigan Public School Employees Retirement System. Contributions paid by the employer will be deposited in the Pension Accumulation Fund and are not refundable.

#### ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall be effective when signed by the parties and shall continue in effect until June 30, 1976.

If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

APPENDIX A

WAGE RATES

(Non-Certified Staff Excepting Secretarial and Clerical)

CLASSIFICATION	HOURLY RATE PROBATIONARY PERIOD (0 thru 3 mos.)	HOURLY RATE END OF 3 MOS. THRU 2 YEARS	HOURLY RATE 3rd & 4th YEAR	HOURLY RATE 5 YEARS & ABOVE
Instructional Aide/ Home Programmer	4.00	4.75	5.00	5.25
Bus Driver	3.25	3.75	4.10	4.25
Bus Driver/Mechanic	3.25	3.85	4.20	4.35
Teacher Aide	3.10	3.50	3.75	4.05
Bus Aide	2.25	2.65	2.85	3.20
Helper	2.17	2.50	2.75	3.00
Irregular part-time employees shall receive minimum wage				

During the trial period, employees will receive the rate of the job they are performing.

Employees required to work in a higher classification shall be paid the rate of the higher classification.



APPENDIX B

LONGEVITY COMPENSATION PLAN

Following completion of an aggregate of six (6) years of continuous full-time classified service and continuing in four (4) subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule. No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period. Payments to employees shall be made upon eligibility.

SCHEDULE OF PAYMENTS

CLASSIFICATION	INSTRUCTIONAL AIDE/ HOME PROGRAMMER	BUS DRIVER/ MECHANIC	BUS DRIVER	TEACHER AIDE	BUS AIDE	HELPER
6 through 10 years of service	\$150	\$145	\$140	\$135	\$130	\$120

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. They further recognize that it represents the entire agreement between them and that it supersedes all prior Agreements, and cancels all previous Agreements and past practices, verbal or written.

To the extent that any provisions of this Agreement shall conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or Court decision, State or Federal, now in effect or passed in the future.

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement.

THE ACCEPTANCE AND APPROVAL OF THIS MASTER CONTRACT BY THE CHAPTER OF LOCAL 2565, AFFILIATED WITH COUNCIL #55, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, REPRESENTING THE NON-CERTIFICATED EMPLOYEES, AND THE BOARD OF EDUCATION OF THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT IS ATTESTED TO BY THE FOLLOWING SIGNATURES:

UNION

BOARD

SIGNED:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date