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MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

CONTRACTUAL AGREEMENT

Division I

Marquette-Alger Intermediate School District Board of Education
Marquette-Alger Intermediate School District Employees

Marquette-Alger Intermediate School District

MEA

1216 Kendall
East Lansing, Mich.
48823

MASTER AGREEMENT, 1968-1969

This Agreement is entered into this 9th day of October 1968 by and between the Marquette-Alger Intermediate School District, Marquette Michigan, hereinafter called the "Board," and the Marquette-Alger Intermediate School District Education Association, hereinafter called the "Association." All District employees are hereinafter called the "employee(s)." Division I signifies certificated employees and the school registered nurse, as defined in Division I, Article I, Recognition. The word "employee(s)" in Division II refers to secretarial and stenographic personnel, as defined in Division II, Article I, Recognition.

WITNESSETH:

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the children of the Marquette-Alger Intermediate School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its personnel employees but excluding "administrative and supervisory personnel" within the meaning of the Public Act 379, with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, and

WHEREAS, this contract is in effect from July 1, 1968 to June 30, 1969.

THEREFORE, the "BOARD" and the "ASSOCIATION" agree to the following:

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General

Article I - Recognition

- A. The Board of the Marquette-Alger Intermediate School District recognizes the Marquette-Alger Intermediate School District Education Association, a chapter of MEA, as the exclusive bargaining agent for all certificated personnel and the school registered nurse. Certificated personnel include: Diagnostician, Speech Therapist, Coordinator of Speech Therapy, Type "C" Teacher Consultant, Teacher Consultant for the Physically Handicapped Children, Teacher Consultant for the Emotionally Disturbed, School Social Worker and Type "B" Teacher, but excludes: Superintendent, Deputy Superintendent and the Director of Special Education.

In Division I of the Master Agreement, the term "employee" shall refer only to the certificated personnel and the school registered nurse.

- B. The Board agrees not to negotiate with any other organization of certificated personnel or school registered nurse for the duration of this contract.

Article 2 - Association and Employee Rights

- A. Pursuant of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere).
- C. The Association and its representatives shall have the right to use the Intermediate Office Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6 P.M.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in the Intermediate Office at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- E. The Association shall have the right to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

- F. The Association shall have the right to post notices of Association concern on its bulletin board in the Intermediate School Office. The Association may use the direct mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including teachers' salary schedule, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocations board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees and such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.
- H. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employees.
- I. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status.
- J. Employee members of the Association may sign and deliver to the Superintendent of the Marquette-Alger Intermediate School District, payroll deduction authorization forms which may include dues for the local Association, Michigan Educational Association, and National Education Association. Such authorizations must be on file by October 1st of each school year before deductions will be made.

Authorized deductions will be made from regular checks as designated in writing by the employee from the October, November and December checks.

The Board agrees to remit to the Association Treasurer all moneys so deducted accompanied by a list of employees from which the deductions have been made.

Employees may revoke in writing any payroll deductions authorized. The Association will indemnify and save harmless the Board for all sums improperly deducted and remitted to the Association, plus any costs, including attorney fees incurred by the Board in connection therewith.

Article 3 - Board's Rights Clause

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of teacher and other employees, during the working day;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish special programs and educational services;
- D. To be responsible for the means and methods of instruction; selection of textbooks and other teaching materials.

The exercise of the foregoing powers right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Article 4 - Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. When otherwise prevented by Act of God or a labor dispute with employees outside of the bargaining unit, an employee shall not be required to service that school on the days in question, but instead shall report to the Superintendent for instructions.

Article 5 - Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for the duration, shall be controlling.
- C. This Agreement shall supersede any rule, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed, or considered for employment by the Board.
- F. Every employee shall submit to a physical examination at the request of the Board by a licensed physician designated by the Board. If any employee is requested to submit to a physical examination and desires to have his/her personal physician conduct the physical examination, the employee shall pay the difference in fees between the Board-designated physician and the employee's personal physician. The employee's personal physician shall be approved by the Board.

Article 6 - Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement and not later than April 15th, upon request of either party, negotiations will be undertaken for an agreement covering the 1969-70 school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Article 7 - Professional Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the Superintendent. If the grievance involves more than one employee, it may be filed with the Superintendent or a representative designated by him.
- C. Within 5 school days of the receipt of the grievance, the Superintendent shall meet with representatives of the Association in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be earlier may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such dispositions shall be furnished to the Association.
- E. If the Association 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 Association 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 and agree that judgment thereon may be entered in any court of competent jurisdiction.

Bishop
arb.

- F. The fees and expenses of the arbitrator shall be shared equally by the parties.
- G. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- H. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so without recourse to the grievance procedure.

Article 8 - Program Review Committee

- A. There is hereby established a Program Review Committee of seven (7) members, two (2) members to be selected by the Association, two (2) members to be selected from the Board, and three (3) members who are not employed by the Intermediate School District to be mutually agreed upon by the parties to represent the Constituent School Districts. The Committee herein established shall investigate and submit recommendations to both the Board and the Association, but such report shall be deemed advisory only. Membership on the Committee shall be reviewed annually. The Superintendent shall be an ex-officio member of the Committee.
- B. On or before March 1st, the Committee shall submit reports to the Board and the Association.
- C. The operating procedures and times for meetings shall be determined by the Committee and reflected in its minutes. A continuing purpose of the Committee shall be to bring to the attention of the Board representative matters of mutual concern which are deemed to require attention.

LEAVES OF ABSENCE

Article 9 - Illness or Personal Leave

- A. At the beginning of each school year, each employee shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the employee. The unused portion of such allowance shall accumulate from year to year without limitation.
- B. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and a written request for additional leave shall be reviewed and may be renewed each year by the Board.
- C. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits provided in Article 9, Section A, to the extent that the Board make payments to a teacher for that portion of his salary not reimbursed under Workmen's Compensation Law, said partial payments shall be charged prorata against the employee's accumulated and additional sick leave days.
- D. Two (2) days leave per year may be granted to each employee for personal business (not cumulative) with prior approval of the Board.

Article 10 - Sabbatical Leave

- A. Employees who have been employed for seven years may be granted a sabbatical leave for one (1) year, provided the application for the sabbatical leave is accompanied by proof of a well-considered plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Marquette-Alger Intermediate School District, and provided that said employee shall sign a contract agreeing to return to employment with the District for at least the following school year. During said sabbatical leave, said employees shall be considered to be in the employ of the Board for the purposes of salary schedule placement and seniority only, and shall be paid one half (1/2) his annual salary.
- B. An employee, upon return from a sabbatical leave, shall be returned to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as

he would have been had he worked in the District during such a period.

- C. A maximum of one employee per year on a seniority basis will be granted sabbatical leave.

Article 11 - Unpaid Leaves of Absence

- A. A leave of absence will be granted of up to two (2) years to any employee who joins the Peace Corps, Teachers Corps, Job Corps or engages in a cultural travel or work program related to his professional responsibilities or participates in exchange programs in other states, territories or countries, engages in study at an accredited college or university in a subject area reasonably related to his professional responsibilities or is engaged in foreign or military teaching programs on a full-time basis. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in this contract, provided the time so served shall also be counted as years of service by the Michigan Public School Employees Retirement Fund Board.
- B. Leaves of military service will be granted in accordance with Michigan State Law, that being sections 388.421 and 388.422 of the School Code of 1955, and the compiled laws of 1948 as supplemented.

"388.421 Reemployment of school teachers honorably discharged from military service (M.S.A. 15.2065) (1)

"Sec. 1. Any teacher who has left or leaves a teaching position, other than a temporary teaching position, in any school district in Michigan in order to serve in any branch of the armed services of the United States and who upon termination of such services (1) receives an honorable discharge from the armed forces; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application to said school district for reemployment within 90 days after he is relieved from such military service shall be restored at the beginning of the semester or term following the application to such teaching position or to a position of like nature, seniority, status, and pay unless circumstances have so changed as to make it impossible or unreasonable to do so."

"388.422 Restored without loss of status or seniority; participation in benefits. (M.S.A. 15.2065) (2)

"Sec. 2 Any teacher who is restored to a position in accordance with the provisions of this act shall be considered as having been on leave of absence during his period of training and service in the military forces of the United States, shall be

Article 11 - Unpaid Leaves of Absence - Continued

restored without loss of status or seniority, shall be entitled to participate in any benefits under the established rules and regulations of the school district and shall not be discharged from such position without cause within one (1) year after such restoration.

- C. Maternity leave of up to one (1) year shall be granted, commencing not later than the end of the 6th month of pregnancy. Said term may be extended by mutual consent of Intermediate Board and Association. Return from such leave will be no earlier than six (6) weeks after the termination of pregnancy. An employee, returning from leave provided in this paragraph, shall be placed on that step of the salary schedule which she left when she went on leave. Need for further leave for medical reasons will be considered by the Board on an individual basis.

Article 12 - 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 two per cent (2%) of the employee's 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); said payment to be made on the last day of employment.

EMPLOYEE RELATIONSArticle 13 - Working Conditions:

- A. General - Applies to all the following job classifications (B, C, D, E, F, G, H, I, J and K)
1. If new job classifications are added to the staff, as listed in Article I (but excluding administrative and supervisory personnel), the working conditions of such job classifications will be negotiated and added to this contract.
 2. In the event of dangerous highway conditions so that the employee cannot meet an appointment or schedule, he/she shall report that fact to the school which expects him/her, and make this fact known to the Marquette-Alger Intermediate School District Office.
 3. In case of school closing, on the employee's regularly scheduled day, he/she shall not report for work at that particular time to the assigned school. However, he/she shall be available for re-assignment.
 4. Professional responsibilities of the employee demand attendance at professional conferences from time to time. Employees will be permitted paid time off and expenses (travel, meals, lodging and registration fee) to attend conferences as mutually agreed upon and approved by the Board.

Article 13 - Working Conditions - Continued

5. Each certificated employee shall plan and execute his/her own testing program, evaluation, therapy, schedule and caseload in accordance with the regulations of the Michigan State Department of Education and approval of the Superintendent.

B. State Certified Speech Therapists

1. No Speech Therapist shall be required to report for duty earlier than fifteen (15) minutes before the opening of the school scheduled for that day, unless said Therapist has voluntarily scheduled before or after school classes. Therapists shall be permitted to leave every school building at the termination of scheduled therapy.
2. Speech Therapists shall be permitted at least one-half (1/2) day per week for coordination time, as recommended by the Michigan State Department of Education, and additional time as required and as approved by the Superintendent.

C. State Certified Diagnosticians

1. The Diagnostician shall serve districts which are in Marquette and Alger Counties, and which have sent in referrals, as equitably as possible; considering the urgency of the problems, the availability of classes and consultants, and the feasibility of time, distance, scheduling and weather conditions.
2. The Diagnostician will have a private telephone extension and adequate time in the office to prepare reports, plan his/her program and to consult with members of the special education and office team.

D. Type "C" Teacher Consultants

1. The Type "C" Consultant shall participate in educational planning conferences for all pupils recommended for Type "A" or Type "C" programs, in the Consultant's assigned district.
2. Each Type "C" Consultant shall be permitted one-half (1/2) day each week for coordination time and additional time as required for parent-teacher conferences and consultations as approved by the Superintendent.

E. School Registered Nurse

1. The School Registered Nurse will arrange her schedule of field and office responsibilities with the cooperation and approval of the Superintendent.

Article 13 - Working Conditions - Continued

2. The School Registered Nurse's responsibilities may include the following:

- a. Regular school visits as a health consultant
- b. Home visits upon request
- c. Completing the state school hot lunch evaluation
- d. Follow-up and consultant work of vision and hearing screening
- e. Follow-up on the physical handicapped referrals
- f. Assist the schools in developing school health programs
- g. Upon request present prepared school health programs
- h. Cooperate with other health agencies and special education personnel concerning health problems and programs.

F. Teacher - Consultant, Emotionally Disturbed

1. Each consultant shall serve schools and grade levels as mutually planned, with the Superintendent and other consultants.
2. The consultant shall participate in educational planning conferences for all pupils certified in the assigned district.
3. Each consultant shall be permitted one-half (1/2) day each week for coordination time and additional time as required for parent-teacher consultations and conferences as approved by the Superintendent.

G. School Social Worker

1. The School Social Worker shall participate in screening conferences pertaining to the educational placement of pupils with whom he has been working or who are to be referred for additional therapy.
2. Areas of responsibility shall include those pupils of all ages who are having difficulty in:
 - a. School Adjustment problems
 - b. Social Adjustment problems
 - c. Home Adjustment problems
 - d. Personal Adjustment problems
 - e. Physical problems
3. The School Social Worker shall serve as a resource person in school and community mental health activities and shall make referrals to all appropriate agencies, to assist in more adequate programming for all children.
4. The School Social Worker will have adequate office and coordination time required for conferences and consultations.

Article 13 - Working Conditions - ContinuedH. Trainable (Type "B") Classroom Teacher

1. Each teacher will plan his program schedule to fit the building schedule in which his room is housed. In scheduling his program, he shall allow ample time for planning and needed consultations.
2. The teacher will participate in educational planning conferences with the Diagnostician and the Director of Special Education.
3. A substitute will be supplied for his class during the Type "B" teacher's attendance at a conference.
4. At times when the teacher will not be conducting his class, notice in writing will be given in advance. If conditions occur that make writing a notice inconvenient or impossible for lack of time, a personal phone call shall be made.

I. Teacher Counselor for Physically Handicapped

1. The Teacher Counselor for Physically Handicapped shall participate in educational planning conferences for all pupils recommended for Physically Handicapped programs in the Counselor's district.
2. Each Teacher Counselor for Physically Handicapped shall be permitted one-half (1/2) day each week for coordination time and additional time as required and as approved by the Superintendent.

J. Home Consultant for Preschool Handicapped Children

1. The Home Consultant shall work with the Type B Classroom Teacher, Diagnostician, Special Education Director and Special Education staff in planning his/her schedule.
2. The Home consultant shall be permitted at least one-half (1/2) day per week for coordination time and additional time as required and as approved by the Superintendent.

K. Coordinator of Speech Therapy

1. The Coordinator of Speech Therapy shall carry one-half (1/2) regular therapy caseload in one elementary school; the remaining time to be distributed as follows: pre-school program; parent, teacher and therapist in-service training; and not more than five per cent (5%) spent at Northern Michigan University Speech and Hearing Clinic.
2. The Coordinator's therapy schedule shall be established as usual, but in-service and coordination efforts shall be flexible enough to meet the needs of all concerned.

Article 13 - Working Conditions - Continued

3. Both types of scheduling shall be planned with the Director of Special Education and approved by the Superintendent.

Article 14 - Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different position or classification shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, the position sought and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. When vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption of the existing instructional program. If the Superintendent in his judgment so determines, such a vacancy may be filled on a temporary basis until the end of the normal school year, at which time re-assignment will be reviewed by the Superintendent with the applicant (s) and final disposition made prior to June 15.
- C. The Board declares its support of a policy of filling vacancies, including supervisory positions, from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall post notice of such vacancy for a period of ten (10) days (when possible). Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district and other relevant factors.

Article 15 - Employees' Observation and CertificationEmployee Tenure

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year. The first, two (2) months following the teacher's commencement of service; the second, during the month of January; and the third, ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once in every two year.
- B. Evaluations shall be conducted by the employee's Superintendent or a person designated by him.

Article 15 - Employees' Observation and Certification - Continued

- C. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria.
- E. No later than March 15th of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.
- F. Each tenure teacher shall have the right upon request to review the contents of his own personnel file.
- G. The Board agrees to comply with Michigan Tenure Act and the rules set for same:
 - 1. Two year period applies to probationary certificated employees.
 - 2. A tenure certificated employee from another Michigan District will serve a two year period of probation.
 - 3. No teacher will be required to serve more than one probationary period in a district.

Article 16 - Reductions in Personnel and Annexations and Consolidations of Positions

- A. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of persons employed by the Board, the Board will retain, as nearly as possible those employees having the longest service in the District. The Board will further use their best efforts to assist all employees terminated for lack of work to secure employment upon terms and conditions as nearly comparable as possible.

Article 16- Reductions in Personnel and Annexations and Consolidations of Positions - Continued

Nothing herein shall relieve the Board from fulfilling the terms of any individual contract with an employee.

Article 17 - Employee Protection

- A. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- B. The Board will encourage school authorities to endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- C. An employee may temporarily exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the class intolerable. In such cases, the employee will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Any case of assault by a student or other employee upon an employee arising out of his employment shall be promptly reported to the Board or its designated representative and also to the local school district administrator. The Board will provide legal counsel to advise the employee of his rights and obligations with respect to said assault and shall render all necessary and reasonable assistance to the employee in the disposition of the case civilly and/or criminally by the appropriate law enforcement and judicial authorities but shall not be required to retain counsel or pay legal fees incurred in the disposition of the case, civilly or criminally.
- E. In the event any employee is sued for acts or conduct arising out of his employment and said claim is covered under the Board's Comprehensive Liability and Property Damage Insurance Policy in effect at the time of the act giving rise to said claim, the Board will provide legal counsel, assist the employee in his defense and render all necessary assistance in the disposition of said claim.
- F. Time lost by an employee in connection with any incident in pursuit of his employment shall not be charged against the employee.

Article 17- Employee Protection - Continued

- G. The Board may reimburse an employee for any loss, damage or destruction of clothing or personal property of the employee arising out of his employment.
- H. No action shall be taken upon any complaint by a parent or a student directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

Article 18 - Professional Improvement

- A. Any employee who enrolls in a course related to his instructional responsibilities as approved by the Superintendent in an NCATE accredited college or university shall receive credit on the salary schedule for each semester hour so earned; to become effective annually, at the beginning of each contractual year.
- B. At the request of the Association, or upon the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All employees who are designated by the Board shall attend.
- C. In order to encourage professional improvement, the Board will seek to establish a professional library. (This section shall be in lieu of any previous practice of subsidizing individual professional dues).

Article 19 - Academic Freedom

The Board and its employees seek to educate in the democratic tradition. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

Article 20 - Professional Behavior

- A. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided an employee may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

Article 20 - Professional Behavior - Continued

- B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other discipline by an employee reflect adversely upon education and create undesirable conditions. Alleged breaches of discipline or violation of the Code of Ethics of the Education Profession shall be promptly reported to the offending employee and to the Association.
- C. The Board and the Association recognizes and agrees to adhere to the Code of Ethics as stated in Article 21 of this contract.

Article 21 - Code of EthicsA. General

We, professional educators of the United States of America, the Marquette-Alger Intermediate School District and of our respective professions, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard, as essential to these goals, the protection of equal educational opportunity for all. We affirm and accept our responsibility to practice our professions according to the highest ethical standards as set forth by our various professional organizations; namely: NEA, MEA, The Council for Exceptional Children, The American Speech and Hearing Association, American Psychological Association, The Michigan Psychological Association, Michigan Speech and Hearing Association, American Personnel and Guidance Association, American Association on Mental Deficiency, American Nursing Association and the Michigan State Nurses Association.

B. Commitment to our students:

We therefore agree to:

1. deal justly and considerately with each student.
2. withhold confidential information about a student, his home, his handicap unless we deem that its release serves professional purposes, benefits the student or is required by law.
3. conduct conferences with concerned people when necessary in the appropriate place and manner.
4. seek to make available agencies or referrals possible to assist the student with his needs.
5. seek to improve facilities and techniques.

Article 21 - Code of Ethics - Continued

C. Commitment to the School District

We therefore agree to:

1. protect the Special Education program against undesirable infringement by untrained and/or unqualified persons.
2. encourage good mental health.
3. make the most effective use of all available community resources.
4. assist in the education of the public regarding various areas of Special Education.
5. show a sensible regard for the social codes and moral expectations of the community and School District.

D. Commitment to the profession

We therefore agree to:

1. act with integrity in regard to the colleagues in our profession and in other professions.
2. maintain the highest possible standards of professional competency.
3. participate and conduct ourselves in a responsible manner in the development and implementation of our profession.

E. Violation of the Code of Ethics

We, as professional education employees, adhere to the Code of Ethics as outlined in this article. Any deliberate act against this code may be considered and interpreted as an unfair labor practice by an employee.

Article 22 - Salary

- A. This schedule is for one hundred eighty (180) working days.
- B. This schedule shall be used to calculate the salary of the certificated personnel and school registered nurse as defined in Article I, Recognition of Division I of the Marquette Alger Intermediate School District Contractual Agreement.

Article 22 - Salary - Continued

- C. The base salaries used are as follows:
- I. Teacher Consultant Classification, Type "C" & "B", Speech, Physically Handicapped - Base \$6,600.
 - II. Teacher Consultant for Emotionally Disturbed - Base \$6,600.
 - III. Pupil Personnel Services, Social Worker, Diagnostician - Base \$7,000.
 - IV. School Registered Nurse - Base \$5,940.
(90 per cent of \$6,600 and five steps only)
 - V. Intermediate Certificated personnel not having Temporary or Full Certification in Specialty Areas (such as speech therapy, mental retardation and others) Base \$6,270
(95 per cent of \$6,600 Base and index through MA position only)
- D. Salaries shall be paid in twenty-four (24) equal installments semi-monthly, beginning on September 15.
- E. All provisions of this article shall apply only to employees of the Marquette-Alger Intermediate School District.
- F. No employee shall realize more than a 13% increase over last year's (1967-1968) salary. New employee salaries shall be computed on the above formula.

G.

SALARY SCHEDULE 1968-1968

1. Teacher Consultant Classification, Type "C" & "B", Speech, Physically Handicapped

Base \$6,600

STEP	%	BA	%	BA + 15	%	MA	%	MA + 15	%	MA + 30	%	MA + 45
0	1.00	6600	1.04	6864	1.10	7260	1.15	7590	1.20	7920	1.25	8250
1	1.06	6996	1.10	7260	1.16	7656	1.21	7986	1.26	8312	1.31	8640
2	1.12	7392	1.16	7656	1.22	8052	1.27	8382	1.32	8712	1.37	9042
3	1.18	7788	1.22	8052	1.28	8448	1.33	8778	1.38	9108	1.43	9438
4	1.24	8184	1.28	8448	1.34	8844	1.39	9174	1.44	9504	1.49	9834
5	1.29	8514	1.33	8778	1.39	9174	1.44	9504	1.49	9834	1.54	10164
6	1.34	8844	1.38	9108	1.44	9504	1.49	9834	1.54	10164	1.59	10494
7	1.39	9174	1.43	9438	1.49	9834	1.54	10164	1.59	10494	1.64	10824
8	1.44	9504	1.48	9768	1.54	10164	1.59	10494	1.64	10824	1.69	11154
9	1.48	9768	1.52	10032	1.58	10428	1.63	10758	1.68	11088	1.73	11418
10	1.52	10032	1.56	10296	1.62	10692	1.67	11022	1.72	11352	1.77	11682

II. Teacher Consultant for Emotionally Disturbed

Base \$6,600

STEP	%	BA	%	BA + 15	%	MA	%	MA + 15	%	MA + 30	%	MA + 45
0	1.00	6600	1.05	6930	1.15	7590	1.25	8250	1.30	8580	1.35	8910
1	1.06	6996	1.11	7326	1.21	7986	1.31	8646	1.36	8976	1.41	9306
2	1.12	7392	1.17	7722	1.27	8382	1.37	9042	1.42	9342	1.47	9702
3	1.18	7788	1.23	8118	1.33	8778	1.43	9438	1.48	9768	1.53	10098
4	1.24	8184	1.29	8514	1.39	9174	1.49	9834	1.54	10164	1.59	10494
5	1.29	8514	1.34	8844	1.44	9504	1.54	10164	1.59	10494	1.64	10824
6	1.34	8844	1.39	9174	1.49	9834	1.59	10494	1.64	10824	1.69	11154
7	1.39	9174	1.44	9504	1.54	10164	1.64	10824	1.69	11154	1.74	11484
8	1.44	9504	1.49	9834	1.59	10494	1.69	11154	1.74	11484	1.79	11814
9	1.48	9768	1.53	10098	1.63	10758	1.73	11418	1.78	11748	1.83	12078
10	1.52	10320	1.57	10362	1.67	11022	1.77	11682	1.82	12012	1.89	12342

G. SALARY SCHEDULE 1968-1969 - Continued

III. Pupil Personnel Services, Social Worker, Diagnostician

Base \$7,000

STEP	%	MA	%	MA + 30	%	MA + 45	%	MA + 60
0	1.15	8050	1.30	9100	1.35	9450	1.40	9800
1	1.21	8470	1.36	9520	1.41	9870	1.46	10220
2	1.27	8890	1.42	9940	1.47	10290	1.52	10640
3	1.33	9310	1.48	10360	1.53	10710	1.58	11060
4	1.39	9730	1.54	10780	1.59	11130	1.64	11480
5	1.44	10080	1.61	11130	1.64	11480	1.69	11830
6	1.49	10430	1.64	11480	1.69	11830	1.74	12180
7	1.54	10780	1.69	11830	1.74	12180	1.79	12530
8	1.59	11130	1.74	12180	1.79	12530	1.84	12880
9	1.63	11410	1.78	12460	1.83	12810	1.88	13160
10	1.67	11690	1.82	12740	1.87	13090	1.92	13440

IV. School Registered
Nurse

Base .90 of \$6,600 or \$5,940

STEP	%	
00	1.00	5940
1	1.06	6296
2	1.12	6652
3	1.18	7009
4	1.24	7365
5	1.30	7722

V. Intermediate Certificated Personnel
Not Having Temporary or Full
Certification in Specialty Areas
(such as speech therapy, mental
retardation and others)

Base .95 of \$6,600 or \$6270

STEP	%	BA	%	BA + 15	%	MA
0	1.00	6270	1.04	6521	1.10	6897
1	1.06	6646	1.10	6897	1.16	7273
2	1.12	7022	1.16	7273	1.22	7649
3	1.18	7399	1.22	7649	1.28	8026
4	1.24	7775	1.28	8026	1.34	8402
5	1.29	8088	1.33	8339	1.39	8715
6	1.34	8402	1.38	8653	1.44	9029
7	1.39	8715	1.43	8966	1.49	9342
8	1.44	9029	1.48	9280	1.54	9656
9	1.48	9280	1.52	9530	1.58	9907
10	1.52	9530	1.57	9844	1.62	10157

Article 23 - Insurance

- A. The Marquette-Alger Intermediate School District Board shall pay up to three hundred and sixty (\$360) annually toward MICHIGAN EDUCATION ASSOCIATION SUPER MED insurance, developed and administered by Michigan Education Special Services Association, and/or option plans on a 12 month basis for each employee.

Article 24 - Contractual Days Agreement

Holiday periods are entered into contractual agreement on the basis of Christmas and Spring School Vacation, as indicated in each individual contract. The employee's total number of Christmas and Spring holidays will be determined by the Board. For the 1968-69 school year, the total number of working days shall be one hundred eighty days (180); beginning September 3, 1968 and ending June 7, 1969.

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

CONTRACTUAL AGREEMENT

Division II

Marquette-Alger Intermediate School District Board of Education
Marquette-Alger Intermediate School District Employees

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1.

General

Article I - Recognition

- A. The Board of the Marquette-Alger Intermediate School District recognizes the Marquette-Alger Intermediate School District Education Association, a Chapter of the Michigan Education Association, as the exclusive bargaining agent for the secretarial and stenographic personnel of the Intermediate District Office. Secretarial and Stenographic personnel includes: Clerk-Typist Receptionist, Steno-Typist(s), Bookkeeper, and excludes Administrative Secretary.
- B. In the Division II Section of the Master Agreement, the term "employee" shall refer only to the secretarial and stenographic personnel employed by the Marquette-Alger Intermediate School District. Any employee whose major portion of her salary is not paid directly by the Intermediate Office, or who is hired on an hourly basis, will not be covered by this contract.
- C. The Board agrees not to negotiate with any other organization of the secretarial or stenographic personnel for the duration of this contract.

Article 2 - Association and Employee Rights

- A. Pursuant of the Michigan Public Employment Relations Act, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States: such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere).
- C. The Association and its representatives shall have the right to use the Intermediate Office Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6 P.M.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business in the Intermediate Office at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.
- E. The Association shall have the right to use the office facilities and equipment, including typewriters, duplicating equipment and all types of audio-visual equipment which are not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

- F. The Association shall have the right to post notices of Association concern on its bulletin board in the Intermediate School Office. The Association may use the direct mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including teachers' salary schedule, but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocations board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees and such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.
- H. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employees.
- I. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status.
- J. Employee members of the Association may sign and deliver to the Superintendent of the Marquette-Alger Intermediate School District, payroll deduction authorization forms which may include dues for the local Association, Michigan Educational Association, and National Education Association. Such authorizations must be on file by October 1st of each school year before deductions will be made.

Authorized deductions will be made from regular checks as designated in writing by the employee from the October, November and December checks.

The Board agrees to remit to the Association Treasurer all moneys so deducted accompanied by a list of employees from which the deductions have been made.

Employees may revoke in writing any payroll deductions authorized, The Association will indemnify and save harmless the Board for all sums improperly deducted and remitted to the Association, plus any costs, including attorney fees incurred by the Board in connection therewith.

Article 3 - Board's Rights Clause

The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school district and its properties and facilities, and the duties, responsibilities and assignment of teacher and other employees, during the working day;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish special programs and educational services;
- D. To be responsible for the means and methods of instruction; selection of textbooks and other teaching materials.

The exercise of the foregoing powers right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Article 4 - Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. When otherwise prevented by Act of God or a labor dispute with employees outside of the bargaining unit, an employee shall not be required to service that school on the days in question, but instead shall report to the Superintendent for instructions.

Article 5 - Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and the individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for the duration, shall be controlling.
- C. This Agreement shall supersede any rule, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed, or considered for employment by the Board.
- F. Every employee shall submit to a physical examination at the request of the Board by a licensed physician designated by the Board. If any employee is requested to submit to physical examination and desires to have his/her personal physician conduct the physical examination, the employee shall pay the difference in fees between the Board designated physician and the employee's personal physician. The employee's personal physician shall be approved by the Board.

Article 6 - Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. A reasonable time prior to expiration of this Agreement and not later than April 15th, upon request of either party, negotiations will be undertaken for an agreement covering the 1969-70 school year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Article 7 - Employee Grievance Procedure

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board, may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the Superintendent. If the grievance involves more than one employee, it may be filed with the Superintendent or a representative designated by him.
- C. Within 5 school days of the receipt of the grievance, the Superintendent shall meet with representatives of the Association in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be earlier may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such dispositions shall be furnished to the Association.
- E. If the Association 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 Association 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 and agree that judgment thereon may be entered in any court of competent jurisdiction.

- F. The fees and expenses of the arbitrator shall be shared equally by the parties.
- G. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- H. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- I. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so without recourse to the grievance procedure.

Article 8 - Illness and Personal Leave

- A. At the beginning of the fiscal year, each secretarial or stenographic employee shall be credited with twelve (12) day sick leave allowances to be used for absences caused by illness or physical disability of the employee. The unused portion of such allowance shall accumulate from year to year without limitation.
- B. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave; shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and a written request for additional leave shall be reviewed and may be renewed each year by the Board.

- C. Any employee who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits in Article 8 Section A provided, to the extent that the Board make payments to the secretarial or stenographic employee for that portion of his salary not reimbursed under Workmen's Compensation Law, said partial payments shall be charged prorata against the employee's accumulated and additional sick leave days.
- D. Two (2) days leave per year may be granted to each employee for personal business (not cumulative) with prior approval of the Board.
- E. A stenographic or secretarial employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the regular pay and the pay received for the performance of such obligation.

Article 9 - Unpaid Leave of Absences

- A. Maternity leave of up to one (1) year shall be granted, commencing not later than the end of the 6th month of pregnancy. Said term may be extended by mutual consent of Intermediate Board and Association. Return from such leave will be no earlier than six (6) weeks after the termination of pregnancy. An employee, returning from leave provided in this paragraph, shall be placed on that step of the salary schedule which she left when she went on leave. Need for further leave for medical reasons will be considered by the Board on an individual basis.
- B. After three (3) years of service an unpaid leave of absence of up to one (1) year will be granted to any employee who is temporarily disabled due to personal injury or illness. After ten (10) years of service an unpaid leave of absence of up to two (2) years will be granted to any employee who is temporarily disabled due to personal injury or illness. The employee returning from such leave will be placed on that step of the salary schedule which she left when she went on leave.
- C. If her job classification has been dissolved in the employee's absence, she will be placed, by the Superintendent, in the first available vacancy for which she qualifies; and be placed into a position equivalent to her prior classification, when such a vacancy occurs within three (3) years.

- D. This article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.

Article 10 - 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 11 - Working Conditions

- A. The duties of the secretarial staff of the Marquette-Alger Intermediate School District Office shall be governed by office policies. Secretarial preparation, experience and responsibilities pertaining to each classification shall be included in the M. E. A. Master Agreement.
- B. The secretarial staff shall assist the employer in his responsibilities to his position in the following ways:
1. By good execution of assigned office duties
 2. Encouraging good will between employees, employer and general public
 3. By keeping current systematic routine for the maintenance of records and materials so that these will be available with the least amount of time and effort.
 4. By keeping the office running smoothly at all times
 5. By keeping working areas neat and orderly
 6. By giving and receiving courteous treatment
- C. Since efficient school administration is promoted when secretaries are working within their areas of competence without excessive and overburdening demands, secretaries shall not be assigned work which should be properly distributed to other personnel except temporarily and for good cause.
1. The secretary shall not be expected to do general office cleaning.
 2. The secretarial staff shall not be required to do personal errands or personal work for any employee or employer.
 3. Whenever possible, no unusual demands will be made on the secretarial staff

Article 11 - Working Conditions - Continued

4. The secretarial staff shall not be reprimanded or embarrassed by any employee or employer, before others. Such reprimand, if necessary, shall be done in private by the Superintendent.
 5. The secretarial staff shall not give out any confidential information at any time concerning employees or pupils about whom reports are made, without authorization from the Superintendent.
 6. The secretarial staff shall be reimbursed at 10¢ per mile for transacting any District business requiring the use of her car, requested by the Superintendent.
 7. The secretarial staff shall be given two fifteen minute coffee breaks a day, one in the morning and one in the afternoon, on a schedule as approved by the Superintendent.
- D. A written description and work load assignment shall be given to each secretary in order to facilitate the performance of her duties. The Board shall take all responsible measures to regularize work assignments, work loads and the relationship of the secretaries to the person who delegates the assignment.
- E. Since there has been an increase in our organization, the Board shall review the job descriptions of each position. To facilitate adequate secretarial service to added personnel, additional help may be necessary.
- F. The private and personal life of any secretary is not within the appropriate concern or attention of the Board as long as it does not interfere with her responsibilities towards the Intermediate Office or create adverse reflections on any member of the Association and/or any member of the Board of Education.

Article 12 - Vacancies, Promotions 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 to a different position or classification shall be in writing to the Superintendent. The application shall set forth the reason for transfer, the position sought and the applicant's qualifications. Such requests shall be reviewed once a year to assure active consideration by the Board.
- B. The Board declares its support of the policy of filling secretarial or stenographic vacancies, including vacancies in supervisory positions, from its own staff whenever possible. If a stenographic or secretarial vacancy occurs or is anticipated, the Superintendent shall post for a period of ten (10) 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.

Article 13 - Employee Observation

- A. At times it is deemed necessary to evaluate the work performance of an employee. If observation or monitoring of the work of a stenographic or secretarial employee is necessary, it shall be conducted by the Intermediate Superintendent or a person designated by him.

Article 14 - Reductions in Personnel and Annexations, Consolidations
Of Positions

- A. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. Should substantial and unforeseen changes in conditions make necessary a general reduction in the number of persons employed by the Board, the Board will retain, as nearly as possible those employees having the longest service in the district. The Board will further use their best efforts to assist all employees terminated for lack of work to secure employment upon terms and conditions as nearly comparable as possible.

Article 15 - Salaries

- A. Job Classifications will be made by Michigan Civil Service Standards.
- B. Each employee must submit to written Civil Service Examination for determination of qualification for job classification.
- C. Each employee will be placed on the proper column of Michigan Civil Service salary schedule determined by his length of employment with the Marquette-Alger Intermediate School District.
- D. Second Chance

If, after submitting to Civil Service examination, the employee fails, by examination rating, to qualify for job classification; she shall remain at the 1967-68 salary status and may apply for new Civil Service examination after six (6) months has elapsed.
- E. Any new employee shall serve for a three (3) months' probationary period, and then the Superintendent shall determine whether or not to hire the the employee permanently. Permanent employment shall be determined by qualifications of reliability, good working habits, pleasing personality, satisfactory production and other pertinent factors.
- F. Salary schedules shall at all times be the same as current Michigan Civil Service listings for corresponding secretarial and stenographic job classifications.

Article 15 - Salaries - Continued

- G. Length of work day shall be 8 hours.
- H. After job reclassification, salaries shall be retroactive to July 1, 1968.
- I. Job Classifications and Salary Schedules

Account Clerk 5

GENERAL DESCRIPTION

Employees in these classes perform clerical duties in the recording or verifying of fiscal data; and do related work.

EXAMPLES OF WORK

Maintains operating and budgetary ledgers such as imprest cash, cash receipts, and general ledgers in accordance with prescribed procedure.

Assigns account numbers according to a complex classification system.

Makes journal distributions of costs and discounts.

In a small department, prepares rough drafts of monthly statements such as travel expense, general operations, and personnel costs; or in a large department, assists in such work.

Obtains bills of sale, financial statements, delivery reports and other substantiating evidence for approving expenditures or closing accounts.

Prepares daily adjustments to accounting records.

Assists accountants in the preparation of the more difficult budget, operating, or fiscal accounting reports or statements.

Reviews claims on tax returns for compliance with laws, rules, and regulations.

Composes routine letters in connection with the work.

Performs the duties of Account Clerk B as required.

May have supervisory responsibility over a clerical unit.

Article 15 - Salaries - ContinuedEXPERIENCE AND EDUCATION REQUIREMENTSEducation - Graduation from high schoolExperience - Three years of office experience, two years of which shall have been in account clerk work. Note: One year of college or business college may be substituted for one year of experience up to a maximum of two years (including not more than one year of special experience).OTHER REQUIREMENTS

Physical condition adequate for performance of the duties of the class.

Intelligence quotient equal to the high school average.

Willingness to participate in inservice training courses as required.

Elementary knowledge of office practices and procedures and routine office supplies and equipment.

Ability to understand and carry out oral and written instructions.

Ability to learn departmental routines and procedures quickly.

Ability to compare names and numbers accurately and quickly and to make arithmetic computations rapidly.

Ability to write neatly and legibly.

Additional Requirements for Account Clerk A

Knowledge of correct English usage and spelling.

Knowledge of bookkeeping terminology and the elementary principles of bookkeeping.

Ability to compile fiscal data.

Ability to train and supervise others in the work.

Ability to lay out and review the work of others, to control the flow of work, and to meet deadlines.

Base	Minimum	End of 6 Mos.	End of 1 Yr.	End of 18 Mos.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.
A	5595.84	5783.76	5971.68	6159.60	6347.52	6535.44	6744.24
M	466.32	481.98	497.64	513.30	528.96	544.62	562.02
B	233.16	240.99	248.82	256.65	264.48	272.31	281.01
H	2.68	2.77	2.86	2.95	3.04	3.13	3.23

Article 15 - Salaries - ContinuedStenographer Clerk - 4EXAMPLES OF WORK

Takes dictation of average difficulty as secretary for one or more superiors or technicians, or performs on a production basis in a stenographic pool. Work requires the exercise of judgment in carrying out procedures or complex instructions.

Transcribes correspondence, memoranda, and reports of meetings.

May take technical dictation, such as medical, engineering, or legal dictation.

Composes letters according to a standard pattern, or from marginal notes or oral instructions. Independently writes and mails for the supervisor's signature such letters as inquiries or corrections of discrepancies, or explanations on procedure for filling out forms.

Types and mails forms and form letters and keeps follow-up records.

Transcribes dictation machine records and cuts stencils.

Types and crossfoots requisitions and vouchers.

May take overflow work from a secretary of higher rank.

Incidentally, may perform the duties of receptionist, account clerk or statistical typist.

EXPERIENCE AND EDUCATION REQUIREMENTS

Education: Graduation from high school.

Experience: Six months of stenographic experience, or completion of one year of college, or one year of business college in secretarial science.

OTHER REQUIREMENTS

Physical condition adequate for performance of the work.

Intelligence quotient equal to the high school average.

Tact and similar qualities necessary in meeting and dealing effectively with others.

Willingness to participate in inservice training courses.

Article 15 - Salaries - Continued

Knowledge of correct English usage, Spelling and Punctuation.

Knowledge of office procedures and materials.

Knowledge of business letter format and the principles of good letter writing.

Ability to take dictation at a rate of 100 net words per minute and to type from clear copy at a rate of 50 net words per minute.

Ability to exercise judgment in the conduct of office routines.

Ability to maintain records and prepare reports.

Ability to set up and copy tabular material.

Ability to receive callers and to obtain and give information by telephone.

Ability to compose routine letters.

Base	Minimum	End of 6 Mons.	End of 1 Year	End of 18 Mos.	End of 2 Years	End of 3 Years	End of 4 Years
A	5199.12	5345.28	5491.44	5637.60	5804.64	5971.68	6138.72
M	433.26	445.44	457.62	469.80	483.72	497.64	511.56
B	216.63	222.72	228.81	234.90	241.86	248.82	255.78
H	2.50	2.57	2.64	2.71	2.79	2.87	2.95

Stenographic Aide 2GENERAL DESCRIPTION

An employee in this class takes and transcribes dictation, assists in performing secretarial duties; and does related work.

EXAMPLES OF WORK

This is a training position for secretarial work; under supervision, the employee performs office work involving the taking and transcribing of dictation.

Transcribes data from letters and other forms and records.

Types letters from plain or corrected copy or rough draft material.

Types envelopes and prepares material for mailing.

Completes forms according to procedure.

Article 15 - Salaries - Continued

Checks papers and documents for clerical and arithmetic accuracy and for consistency with clearly defined regulations and standards.

Does sorting, filing, and record keeping.

Occasionally substitutes for employees at a higher level.

EXPERIENCE AND EDUCATION REQUIREMENTS

Education: Graduation from high school.

OTHER REQUIREMENTS

Physical condition adequate for performance of the work.

Intelligence quotient equal to the high school average.

Tact and similar qualities necessary in meeting and dealing effectively with others.

Willingness to participate in inservice training courses.

Knowledge of correct English usage and spelling.

Ability to take dictation at a rate of 80 net words per minute and to type from clear copy at a rate of 40 net words per minute.

Ability to follow oral and written instructions.

Ability to compare names and numbers accurately and to make arithmetic computations.

Ability to write neatly and legible.

Base	Minimum	End of 6 Mos.	End of 1 Year	End of 18 Mos.	End of 2 Years	End of 3 Years	End of 4 Years
A	4593.60	4718.88	4844.16	4990.32	5136.48	5282.64	5428.80
M	382.80	393.24	403.68	415.86	428.04	440.22	452.40
B	191.40	196.62	201.84	207.93	214.02	220.11	226.20
H	2.20	2.26	2.32	2.39	2.46	2.53	2.60

Article 15 - Salaries - Continued

Typist Clerk 2

GENERAL DESCRIPTION

Employees in these classes do office work where typing is a substantial part of thw work; and perform related duties.

EXAMPLES OF WORK

Performs routine office work requiring the use of a typewriter where speed is not essential and clerical routines do not require independent judgment.

Types cards, labels, folders, envelopes and memoranda.

Types letters and reports from plain or corrected copy or rough draft material.

Types and mails form letters.

May assist a senior typist in transcribing dictation machine records.

Completes forms according to prescribed procedure.

Checks papers and documents for clerical and arithmetical accuracy and for consistency with clearly defined regulations and standards.

Does routine sorting, filing and simple record keeping.

Incidentally may operate a calculator, duplicating machine or other office equipment.

EXPERIENCE AND EDUCATION REQUIREMENTS

Education: Graduation from high school.

Experience: One year of office experience involving typing, and graduation from high school.

OTHER REQUIREMENTS

Physical condition adequate for performance of the work.

Intelligence quotient equal to the high school average.

Tact and similar qualities necessary in meeting and dealing effectively with others.

Article 15 - Salaries - Continued

Willingness to participate in inservice training.

Knowledge of correct English usage, spelling and punctuation.

Ability to type clear copy at a rate of 40 net words per minute.

Ability to follow oral and written instructions.

Ability to compare names and numbers accurately and to make arithmetic computations.

Ability to write neatly and legibly.

Base	Minimum	End of 6 Mos.	End of 1 Yr.	End of 18 Mos.	End of 2 Yrs.	End of 3 Yrs.	End of 4 Yrs.
A	4426.56	4551.84	4698.00	4823.28	4948.56	5094.72	5220.00
M	368.88	379.32	391.50	401.94	412.38	424.56	435.00
B	184.44	189.66	195.75	200.97	206.19	212.28	217.50
H	2.12	2.18	2.25	2.31	2.37	2.44	2.50

Article 16 - Insurance

The Marquette-Alger Intermediate School District Board shall pay up to three hundred and sixty (\$360) annually toward MICHIGAN EDUCATION ASSOCIATION SUPER MED insurance, developed and administered by Michigan Education Special Services Association, and/or option plans on a twelve-month (12) basis for each employee.

Article 17 - Holidays and Vacations

(Vacations)

- A. An employee of the Marquette-Alger Intermediate School District on a twelve month basis is to be entitled to twelve working days per year with full pay as vacation. All of the vacation time need not be taken at any specified time or continuously. All vacation periods must be previously arranged with the Superintendent.
- B. After an employee of the Intermediate School District on a twelve month yearly basis has completed five years of employment in the Intermediate District he/she shall be entitled to fifteen (15) working days of vacation with full pay and this shall be accumulative to not more than twenty (20) working days in any year.

Article 17 - Holidays and Vacations - Continued

- C. Sickness, accident, bed confinement, or time spent in a hospital during a vacation will not be considered as vacation days, but will be charged against sick leave. This does not apply to minor ailments or illness.

- D. During the following holidays, the employees shall not be expected to work on:
 - 1. Labor Day
 - 2. Thanksgiving Day and the Following Friday
 - 3. (Christmas, New Year) --four (4) working days to be scheduled by the Superintendent
 - 4. Good Friday --Easter Monday
 - 5. Memorial Day
 - 6. Fourth of July

THE ACCEPTANCE AND APPROVAL OF THIS MASTER CONTRACT BY THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION, A CHAPTER OF THE MICHIGAN EDUCATIONAL ASSOCIATION, REPRESENTING THE CERTIFICATED EMPLOYEES, THE SCHOOL REGISTERED NURSE, THE SECRETARIAL AND STENOGRAPHIC EMPLOYEES OF THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT, AND THE BOARD OF EDUCATION OF THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT IS ATTESTED TO BY THE FOLLOWING SIGNATURES:

ASSOCIATION

BOARD

SIGNED:

SIGNED:

President

President

Secretary

Secretary

October 9, 1968
Date