

6-2-72

~~Research~~

APR 17 1972

Marquette-Alger Int
17

1971-72

(Marquette Co)

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

1971 - 1972

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

CONTRACTUAL AGREEMENT

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

MEA
1216 Kendall
East Lansing,
Mich
48823

7/1/71 - 6/2/72

Marquette-Alger Intermediate School District

MASTER AGREEMENT, 1971-1972

This Agreement is entered into this 21st day of March, 1972 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 defined in Division I, Article 1, Recognition. The word "employee(s)" in Division II refers to secretarial and stenographic personnel, as defined in Division II, Article 1, 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,

WHEREAS, this contract is in effect from July 1, 1971, to June 2, 1972.

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

DIVISION I

CONTENTS

GENERAL

<u>ARTICLE:</u>	<u>PAGE</u>
1. Recognition-----	1
2. Association and Employee Rights-----	2
3. Board Rights Clause-----	4
4. Continuity of Operations-----	5
5. Miscellaneous Provisions-----	5
6. Negotiations-----	6
7. Professional Grievance Procedure-----	7
8. Program Review Committee-----	8

LEAVES OF ABSENCE

<u>ARTICLE:</u>	
9. Illness or Personal Leave-----	9
10. Sabbatical Leave-----	9
11. Unpaid Leave-----	10
12. Terminal Leave-----	11

EMPLOYEE RELATIONS

<u>ARTICLE:</u>	
13. Working Conditions-----	11
14. Vacancies, Promotions, and Transfers-----	15
15. Employees Observation and Certification, Employee Tenure-----	15
16. Reductions in Personnel and Annexation and Consolidations of Positions-----	16
17. Employee Protections-----	17
18. Professional Improvement-----	18
19. Academic Freedom-----	18
20. Professional Behavior-----	18
21. Code of Ethics-----	19
22. Salary-----	20
23. Insurance-----	24
24. Contractual Days Agreement-----	24
25. Mileage-----	24

1.

General

Article 1 - 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/or personnel approved by the State Department of Public Instruction. Certificated personnel include: Diagnosticians, Speech Therapists, Coordinator of Speech Therapy, Type "C" Teacher Consultants, Teacher Consultants for the Physically Handicapped Children, Teacher Consultant for the Emotionally Disturbed, Pre-School Consultant, School Social Worker and Type "B" Teachers, but excludes: Superintendent, Deputy Superintendent, Assistant 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/or personnel approved by the State Department of Public Instruction.

- B. The Board agrees not to negotiate with any other organization of certificated personnel and/or personnel approved by the State Department of Public Instruction 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 certified 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, salaries paid thereto and educational background other than individual administrative salaries, and such information as will assist the Association in 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. The Administration may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to discuss with the Administration said matters prior to their adoption and/or general publication.
- I. 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.
- J. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and marital status.
- K. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the local association, the NEA and the MEA. Providing the list of names is submitted annually, such authorization shall continue in effect from year to year, unless revoked in writing between June 1, and September 15 of any year. Pursuant to such authorization, the Board shall deduct one-sixth of such dues from the salary check of the employee, beginning in October and ending in December of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments as soon as possible.

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 properly 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 and 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 teachers 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, alter or terminate programs and education 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, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and 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 1972-73 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.

- 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. The members representing the Association, the Board, and the Superintendent will not be present during the time of the formal written evaluation. This evaluation will be reviewed by the total 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 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. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.
- B. An additional day of sick leave allowance per employee shall be placed in a sick leave bank that would be jointly administered by the Intermediate District and the Association with a maximum accumulation to 100 days.
- C. 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.
- D. 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.
- E. An employee absent from work because of mumps, scarlet fever, measles or chickenpox shall receive his daily rate of pay to a maximum of 30 days and thereafter be charged against the employee's sick leave. If or when the total sick leave is used, the additional days shall be charged against the employee at his daily rate of pay. Such benefits shall commence with a physician's written verification.
- F. Two (2) days leave per year may be granted to each employee for personal business (not cumulative) with prior approval of the Superintendent.

Due to extreme conditions this may be extended by the Superintendent or a designated Board Representative.

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 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 Employee 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 RELATIONS

Article 13 - Working Conditions

- A. General - Applies to all the following job classifications (B, C, D, E, F, G, H, I, and J)
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 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.
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 education 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. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.
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. 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 years.
- B. Evaluations shall be conducted by the employee's Superintendent or a person designated by him.
- 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.

Article 15 - Employees' Observation and Certification - Continued

- 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 one-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 Consolidation 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.

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

Articel 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.
- 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 and not due to any fault, negligence, or carelessness of the employee. Any claims pertaining to this part of the contract shall be submitted to the Superintendent. If no agreement is reached, the Association President and the Superintendent shall review the claim. If the claim is not resolved, a third party mutually agreed upon, shall render a binding decision,

Article 17 - Employee Protection - Continued

- 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 a "N.C.A.T.E." accredited college or university shall receive credit but limited to the degree statute heads on the salary schedule for each semester hour so earned; to become effective annually, at the beginning of each contractual year.

The number of hours accepted for financial consideration on the salary schedule shall be prorated but limited as defined by the degree status heading.

- 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, and American Association on Mental Deficiency.

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 as defined in Article I, Recognition of Division I of the Marquette-Alger Intermediate School District Contractual Agreement.

C. The base salaries used are as follows:

- I. Teacher Consultant Classification, Type "C" & "B",
Speech, Physically Handicapped - Base \$8,150.
- II. Teacher Consultant for Emotionally Disturbed -
Base \$8,150.
- III. Pupil Personnel Services, Social Worker, Diagnostician -
Base \$8,550.
- IV. Intermediate Certificated personnel not having Temporary
or Full Certification in Specialty Areas (such as
speech therapy, mental retardation and others) -
Base \$7,742.
(95 percent of \$8,150 Base and index through MA
position only)

D. Salaries shall be paid in twenty-six (26) equal installments,
bi-weekly.

E. All provisions of this article shall apply only to employees of the
Marquette-Alger Intermediate School District.

SALARY SCHEDULE 1971-1972

I. Teacher Consultant Classification, Type "C", Type "B", Speech, Homebound,
Physically Handicapped

Base \$8150

Step	%	BA	%	BA 15	%	MA	%	MA 15	%	MA 30	%	MA 45	%	MA 60	%	DOC- TORAL
0	100	8150	104	8476	110	8965	115	9372	120	9780	125	10187	130	10595	135	11002
1	106	8639	110	8965	116	9454	121	9861	126	10269	131	10676	136	11084	141	11491
2	112	9128	116	9454	122	9943	127	10350	132	10758	137	11165	142	11573	147	11980
3	118	9617	122	9943	128	10432	133	10839	138	11247	143	11654	148	12062	153	12469
4	124	10106	128	10432	134	10921	139	11328	144	11736	149	12143	154	12551	159	12958
5	129	10513	133	10839	139	11328	144	11736	149	12143	154	12551	159	12958	164	13366
6	134	10921	138	11247	144	11736	149	12143	154	12551	159	12958	164	13366	169	13773
7	139	11328	143	11654	149	12143	154	12551	159	12958	164	13366	169	13773	174	14181
8	144	11736	148	12062	154	12551	159	12958	164	13366	169	13773	174	14181	179	14588
9	148	12062	152	12388	158	12877	163	13284	168	13692	173	14099	178	14507	183	14914
10	152	12388	156	12714	162	13203	167	13610	172	14018	177	14425	182	14833	187	15240

II. Teacher Consultant for the Emotionally Disturbed

Base \$8150

Step	%	BA	%	BA 15	%	MA	%	MA 15	%	MA 30	%	MA 45	%	MA 60	%	DOC- TORAL
0	100	8150	105	8557	115	9372	125	10187	130	10595	135	11002	140	11410	145	11817
1	106	8639	111	9046	121	9861	131	10676	136	11084	141	11491	146	11899	151	12306
2	112	9128	117	9535	127	10350	137	11165	142	11573	147	11980	152	12388	157	12795
3	118	9617	123	10024	133	10839	143	11654	148	12062	153	12469	158	12877	163	13284
4	124	10106	129	10513	139	11328	149	12143	154	12551	159	12958	164	13366	169	13773
5	129	10513	134	10921	144	11736	154	12551	159	12958	164	13366	169	13773	174	14181
6	134	10921	139	11328	149	12143	159	12958	164	13366	169	13773	174	14181	179	14588
7	139	11328	144	11736	154	12551	164	13366	169	13773	174	14181	179	14588	184	14996
8	144	11736	149	12143	159	12958	169	13773	174	14181	179	14588	184	14996	189	15403
9	148	12062	153	12469	163	13284	173	14099	178	14507	183	14914	188	15322	193	15729
10	152	12388	157	12795	167	13610	177	14425	182	14833	189	15403	192	15648	197	16055

Salary Schedule 1971-72 - Continued

III. Pupil Personnel Services, Social Worker, Diagnostician

Base \$ 8550

Step	%	MA	%	MA 30	%	MA 45	%	MA 60	%	DOC- TORAL
0	115	9832	130	11115	135	11542	140	11970	145	12397
1	121	10345	136	11628	141	12055	146	12483	151	12910
2	127	10858	142	12141	147	12568	152	12996	157	13423
3	133	11371	148	12654	153	13081	158	13509	163	13936
4	139	11884	154	13167	159	13594	164	14022	169	14449
5	144	12312	159	13594	164	14022	169	14449	174	14877
6	149	12739	164	14022	169	14449	174	14877	179	15304
7	154	13167	169	14449	174	14877	179	15304	184	15732
8	159	13594	174	14877	179	15304	184	15732	189	16159
9	163	13936	178	15219	183	15646	188	16074	193	16501
10	167	14278	182	15561	187	15988	192	16416	197	16843

Article 23 - Insurance

- A. The Marquette-Alger Intermediate School District Board shall pay up to Five Hundred Fifty-Nine dollars and Sixty-Eight cents (\$559.68) 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.
- 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 coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an Optional basis.
- D. The Board shall provide 50 per cent 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 per cent of annual contractual salary. Benefit payment shall continue to age 65 or until termination of disability--whichever occurs first.

Article 24 - Contractual Days Agreement

The total number of Christmas and Spring holidays will be determined by the Board on an individual basis. For the 1971-72 school year, the total number of working days shall be one hundred eighty (180) days, beginning September 1, 1971, and ending June 2, 1972.

Article 25 - Mileage

All employees covered by provisions of Division I shall be reimbursed at 11¢ per mile for transacting any District business requiring the use of his/her car, requested by the Superintendent and/or Supervisor.

1971-1972

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

CONTRACTUAL AGREEMENT

Division II

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

DIVISION II

CONTENTS

GENERAL

<u>ARTICLE:</u>	<u>PAGE</u>
1. Recognition-----	1
2. Association and Employee Rights-----	2
3. Boards Rights Clause-----	4
4. Continuity of Operations-----	5
5. Miscellaneous Provisions-----	5
6. Negotiation Procedures-----	6
7. Grievance Procedure-----	7

LEAVES OF ABSENCE

<u>ARTICLE:</u>	
8. Illness or Personal Leave-----	8
9. Unpaid Leaves of Absence-----	9
10. Terminal Leave-----	10

EMPLOYEE RELATIONS

<u>ARTICLE:</u>	
11. Working Conditions-----	10
12. Vacancies, Promotions and Transfers-----	11
13. Employee Observation-----	12
14. Reductions in Personnel and Annexations and and Consolidations of Positions-----	12
15. Salary-----	12
16. Insurance-----	19
17. Holidays and Vacations-----	20

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(s), Steno-Typist(s), and Bookkeeper.
- 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 monies 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, alter or terminate 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.

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 1972-73 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 each school year, each employee shall be credited with a 12 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. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.

An additional day of sick leave allowance per employee shall be placed in a sick leave bank that would be jointly administered by the Intermediate District and the Association the maximum accumulation to 100 days.

- 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 employees absence she will be placed by the Superintendent into a position equivalent to her prior classification. The rule of seniority will be followed in assigning such employees.

- 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, and heavy lifting of supplies.
 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.

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 Superintendent or authorized personnel.
 6. The secretarial staff shall be reimbursed at 11¢ per mile for transacting any District business requiring the use of her car, requested by the Superintendent and/or Supervisor.
 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.
 8. Secretarial staff shall be reimbursed at the rate of time and one-half for any hours over the 40 hrs. per week, 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 any employee. If observation or monitoring of the work of a stenographic or secretarial employee is necessary, it shall be conducted by the Superintendent or one of the following designated by him: Administrative Assistant or her immediate supervisor.

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 a 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. If after submitting to Civil Service examination, the employee fails by examination rating to qualify for job classification, she shall remain on Salary Schedule "A" status and must apply for and take an equivalent Civil Service examination after six months has elapsed. All employees who do not have a Civil Service rating shall stay on Salary Schedule "A".

Salary Schedule "A"

During the probationary period of three months or until such time the employee passes the first civil service examination, each new employee will begin at the rate of \$2.50 per hour. Retroactive pay will apply from the end of the probationary period.

If the employee fails the first civil service examination, the employee, at the discretion of the Board, may be considered at that time for a second three-month probationary period at the rate of \$2.50 per hour. Upon passing the second civil service examination, retroactivity will apply from the end of the second three-month probationary period.

If an employee fails to pass a second Civil Service test it shall be up to the Superintendent and Board to determine the status of such employee.

- 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 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.
- G. Length of work day shall be 8 hours.
- H. Special Training and Education
Employees will be expected to participate in appropriate training and education programs as designated by the Superintendent.
- 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	\$6,890.40	\$7,099.20	\$7,328.88	\$7,558.56	\$7,788.24	\$8,038.80	\$8,289.36
M	574.20	591.60	610.74	629.88	649.02	669.90	690.78
B	264.00	272.00	280.80	289.60	298.40	308.00	318.82
H	3.30	3.40	3.51	3.62	3.73	3.85	3.97

Stenographer Clerk - 5EXAMPLES OF WORK

As secretary to the Superintendent only, takes and transcribes a volume of dictation of a complex or technical nature and acts as clerical assistant.

Takes and transcribes minutes at meetings, and prepares final draft for printing.

May take medical, engineering, or legal dictation of more complex nature.

May read mail and compose acknowledgement and transmittal letters or replies requiring a knowledge of rules; composes complex letters on the basis of marginal notes or oral instructions from the Superintendent.

Takes telephone calls and receives callers.

Answers inquiries which require application of knowledge of rules, regulations, policies, and procedures or on which information can be obtained from specific office sources.

Arranges travel schedules and obtains reservations as assigned.

Prepares periodic and special reports on divisional activities as assigned.

Prepares and distributes memoranda on policy matters.

In Superintendent's absence, completes negotiations on matters where there is a fixed policy.

Sets up and maintains the Superintendent's private files.

May supervise a group of typists and stenographers in a clerical pool.

EDUCATION AND EDUCATION REQUIREMENTS

Education: Graduation from high school.

Experience: *Two years of office experience, one year of which shall have been in a stenographic capacity;
(NOTE: Completion of one year of college, or one year of business college in secretarial science may be substituted for six months of stenographic experience up to a maximum of one year of experience) or, a possession of a bachelor's degree.

*Minimum requirements - 05 level - experience (or substitute) or degree.

Shall serve, in the Intermediate School District Office, a probationary period of six (6) months with Steno-4 rating and salary.

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 in-service training courses.

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.

Additional Requirements for Stenographer Clerk 05

Knowledge of private secretarial techniques.

Elementary knowledge of the principles of office management.

Ability to give information to callers in the absence of the Superintendent.

Ability to collect and organize material for reports.

Ability to exercise judgment in connection with more complex problems arising in the work.

Ability to write complex letters of inquiry or explanation.

Ability to supervise others.

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	\$7266.24	\$7495.92	\$7725.60	\$7955.28	\$8205.84	\$8456.40	\$8706.96
M	605.52	624.66	643.80	662.94	683.82	704.70	725.58
B	278.40	288.30	296.00	304.80	314.40	324.00	333.60
H	3.48	3.59	3.70	3.81	3.93	4.05	4.17

Stenographer Clerk - 4

EXAMPLES 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 judgement 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.

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 judgement 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 mos.	End of 1 yr.	End of 18 mos.	End of 2 yrs.	End of 3 yrs.	End of 4 yrs.
A	\$6514.56	\$6702.48	\$6890.40	\$7078.32	\$7266.24	\$7454.16	\$7662.96
M	542.88	558.54	574.20	589.86	605.52	621.18	638.58
B	249.60	257.78	264.00	272.24	279.47	286.69	294.72
H	3.12	3.21	3.30	3.39	3.48	3.57	3.67

Stenographic Aid 2

GENERAL 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 procedures.

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 clearly and legible.

Steno Aide 2

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	\$5595.84	5742.00	5888.16	6034.32	6201.36	6368.40	6535.44
M	466.32	478.50	490.68	502.86	516.78	530.70	544.62
B	215.22	220.00	225.60	231.20	237.60	244.00	250.40
H	2.68	2.75	2.82	2.89	2.97	3.05	3.13

Article 15 - Salaries

Typist Clerk 2

GENERAL DESCRIPTION

Employees in these classes do office work where typing is a substantial part of the 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.

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.

Typist Clerk 2

Salary Schedule the same as Steno Aide 2 (See page 19.)

I. Longevity Compensation Plan

LONGEVITY COMPENSATION PLAN
Adopted January 3, 1956

Amended May 28, 1957, November 24, 1958, and August 16, 1962.

In accordance with the provisions of Section 17 of the Michigan Civil Service Commission Rules, there is established for all classes of positions in the state civil service a schedule of longevity compensation payments, separate from the regular compensation schedule.

ELIGIBILITY

Following completion of an aggregate of six years of continuous full-time classified service by October first of any year, and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

An employee who has been separated from state service and returns and who has completed six years of full-time continuous service by October first of any year shall have placed to his credit all previous state classified service earned since January 1, 1938.

To be eligible for a full annual longevity payment after the initial payment an employee must have completed continuous full-time classified service equal to the service required for original eligibility plus a minimum of one additional year.

An employee rendering seasonal, intermittent or other part-time classified service shall, after establishing original eligibility, be entitled to subsequent annual payments on a pro rata basis for the actual biweekly work periods completed. One who retires under provisions of the state retirement plan prior to October first of any year shall receive payment in the same manner as a part-time employee. In case of death, the beneficiary or the estate shall receive the pro rate amount.

For the purpose of determining both initial and subsequent eligibility of persons employed in a regularly established position having a duration of 21 or more biweekly work periods but less than a full year, 21 or as many more biweekly work periods as constitute a full regularly recurring work year shall be credited as a full year.

Whenever such employees are entitled to pro rata payments they shall be calculated as a fraction of the length of the regular work year established for this position.

LIMITATION

No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period. No pro rata payment shall be made for less than one biweekly work period.

TIME OF PAYMENT

Payments to employees who become eligible on October first of any year shall be due the subsequent December first; except that pro rata payments in case of retirement or death shall be made as soon as practicable thereafter.

(See Schedule of Payments on reverse side)

I. Longevity Compensation Plan-Cont.

LONGEVITY COMPENSATION PLAN

SCHEDULE OF PAYMENTS

Effective July 1, 1971

CLASS LEVEL		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21
Years of Service																						
6 7 8 9	Annual Payment	\$145	\$150	\$155	\$160	\$166	\$171	\$176	\$181	\$186	\$191	\$196	\$201	\$207	\$212	\$217	\$222	\$227	\$232	\$238	\$240	\$242
10 11 12 13	Annual Payment	\$169	\$174	\$180	\$185	\$191	\$196	\$202	\$207	\$213	\$218	\$224	\$229	\$234	\$240	\$245	\$251	\$256	\$262	\$267	\$270	\$273
14 15 16 17	Annual Payment	\$212	\$219	\$226	\$232	\$239	\$245	\$252	\$259	\$266	\$273	\$279	\$286	\$292	\$299	\$305	\$312	\$319	\$326	\$331	\$336	\$339
18 19 20 21	Annual Payment	\$273	\$281	\$289	\$298	\$306	\$315	\$324	\$333	\$341	\$350	\$359	\$367	\$375	\$384	\$392	\$401	\$410	\$419	\$427	\$432	\$436
22 23 24 25	Annual Payment	\$363	\$373	\$384	\$394	\$404	\$414	\$425	\$435	\$445	\$455	\$465	\$475	\$485	\$495	\$506	\$516	\$527	\$537	\$547	\$552	\$557
26 27 28 29	Annual Payment	\$484	\$497	\$509	\$522	\$535	\$548	\$560	\$573	\$586	\$599	\$612	\$625	\$637	\$650	\$662	\$675	\$688	\$701	\$713	\$721	\$726
30 & Over	Annual Payment	\$646	\$662	\$678	\$694	\$710	\$726	\$742	\$758	\$774	\$790	\$806	\$822	\$838	\$854	\$870	\$886	\$902	\$918	\$932	\$942	\$950

Article 16 - Insurance

- A. The Marquette-Alger Intermediate School District Board shall pay up to five hundred and fifty-nine dollars and sixty-eight cents (\$559.68) 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.
- 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 an amount not exceeding one-half of the employee's benefit will be available on an Optional basis.
- D. The Board shall provide 50 per cent (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 per cent (60%) of annual contractual salary. Benefit payment shall continue to age 65 or until termination of disability -- whichever occurs first.

Article 17 - Holidays and Vacations

- A. Vacations will be taken at the convenience of the Intermediate Office conforming with the requirements of the individual departments. An employee should consult with her supervisor each year concerning her vacation allowance and the time to be scheduled. Whenever possible, employees with the longest service will be given first choice of vacation dates.
- B. Vacation may be taken by a full-time employee after the completion of three months' employment. Vacations with pay are based on length of continuous employment as shown.

One working day per working month if employed 12 months or less

1 - 3 years	12 days per year
3 - 5 years	15 days per year
over 5 years	18 days per year

This shall be accumulative to not more than twenty-five working days in any year.

- C. Holidays observed by the Intermediate District within an employee's scheduled vacation are not deducted from the vacation allowance.
- D. Employees who terminate prior to the completion of three months' employment are not entitled to vacation pay.

An employee who stops working for the Intermediate Office after three months' employment will receive pay according to this plan, if the employee leaves in good standing with satisfactory notice of her intent to leave. In case of death, the pay for unused vacation will be paid to the beneficiary or the estate of the deceased employee.

E. 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.

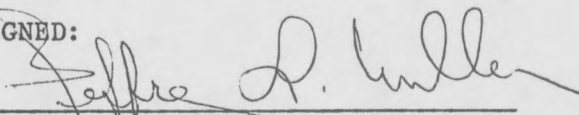
F. During the following holidays, the employees shall not be expected to work on:

1. Labor Day
2. Thanksgiving Day and the Following Friday
3. Christmas, New Years -- four (4) days
to be scheduled by the Superintendent
4. Good Friday -- Easter Monday
5. Memorial Day
6. Fourth of July

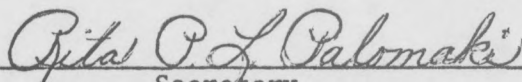
THE ACCEPTANCE AND APPROVAL OF THIS MASTER CONTRACT BY THE MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION, A CHAPTER OF THE MICHIGAN EDUCATION ASSOCIATION, REPRESENTING THE CERTIFICATED EMPLOYEES, THE SECRETARIAL AND STENOGRAPHIC EMPLOYEES OF THE MARQUETTE-ALGER INTERMEDIATE SCHOOL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

ASSOCIATION

SIGNED:

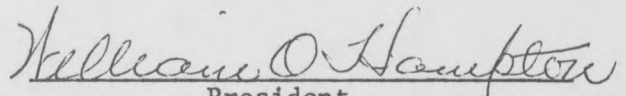


President

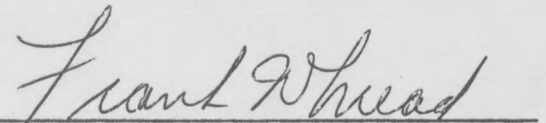


Secretary

BOARD



President



Secretary

March 21, 1972

Date