

**MARQUETTE AREA PUBLIC  
SCHOOLS**

**AND**

**MESPA UNIT I**

**MASTER AGREEMENT**

**2007-2009**

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MESPA UNIT I  
and  
MARQUETTE AREA PUBLIC SCHOOLS

Master Agreement  
2007-2009

TABLE OF CONTENTS

ARTICLE I	RECOGNITION . . . . .	1
ARTICLE II	BOARD RIGHTS. . . . .	3
ARTICLE III	ASSOCIATION RIGHTS AND RESPONSIBILITIES. . . . .	3
ARTICLE IV	AGENCY SHOP; DEDUCTION OF DUES AND SERVICE FEES; PAYROLL DEDUCTIONS. . . . .	5
ARTICLE V	EMPLOYEES' RIGHTS AND RESPONSIBILITIES. . . . .	7
ARTICLE VI	WORKING CONDITIONS. . . . .	10
ARTICLE VII	VACANCIES, TRANSFERS AND PROMOTIONS . . . . .	17
ARTICLE VIII	SENIORITY . . . . .	20
ARTICLE IX	REDUCTION IN PERSONNEL, LAYOFF AND RECALL . . . . .	21
ARTICLE X	WORK DUTIES AND COMPENSATION. . . . .	27
ARTICLE XI	VACATIONS . . . . .	30
ARTICLE XII	HOLIDAYS. . . . .	32
ARTICLE XIII	LEAVES OF ABSENCE . . . . .	34
	Section 1 - Paid Leaves	
	A. Sick Leave . . . . .	34
	B. Funeral/Bereavement Leave. . . . .	34
	C. Personal Leave . . . . .	34
	D. Jury Duty. . . . .	35
	E. Witness Leave. . . . .	35
	F. Maternity Leave-Disability . . . . .	35
	G. Maternity Leave Without Accumulated Sick Days. . . . .	36
	H. Lice or Scabies Leave. . . . .	36
	I. Notice . . . . .	36

	Section 2 - Unpaid Leaves of Absence. . . . .	36
	A. General Leave. . . . .	36
	B. Workers' Compensation Leave. . . . .	37
	C. Military Leaves. . . . .	37
	D. Family and Medical Leave Act . . . . .	37
	E. Association Leave. . . . .	38
	F. Discretionary Leave . . . . .	38
ARTICLE XIV	RETIREMENT, DISABILITY AND DEATH BENEFITS . . . . .	38
ARTICLE XV	INSURANCE . . . . .	39
	Section 1-Full Time Employees . . . . .	39
	Section 2-Part Time Employees . . . . .	40
	Section 3-New Employees . . . . .	41
	Section 4-All Eligible Employees. . . . .	41
	Section 5-National Health Program . . . . .	42
	Section 6-Discretionary Fringe Benefit Extension. . . . .	42
ARTICLE XVI	GRIEVANCE PROCEDURE . . . . .	42
ARTICLE XVII	NEGOTIATIONS PROCEDURES . . . . .	45
ARTICLE XVIII	EVALUATION. . . . .	46
ARTICLE XIX	DISCIPLINE, DEMOTION AND DISCHARGE . . . . .	47
ARTICLE XX	MISCELLANEOUS PROVISIONS. . . . .	48
ARTICLE XXI	DURATION OF AGREEMENT . . . . .	51

APPENDICES

APPENDIX A 1.	MESPA I WAGE SCHEDULE (CUSTODIAL/MAINTENANCE) . . . . .	52
APPENDIX A 2.	MESPA I WAGE SCHEDULE (BUS DRIVERS) . . . . .	53
APPENDIX A 3.	MESPA I WAGE SCHEDULE (COOK/KITCHEN WORKER) . . . . .	53
APPENDIX B	GRIEVANCE REPORT FORM . . . . .	55

## ARTICLE I - RECOGNITION

### Section 1

The Board hereby recognizes the Michigan Education Support Personnel Association (MESPA I) as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the MESPA I bargaining unit. The MESPA I bargaining unit shall consist of:

All full-time and regularly scheduled part-time bus drivers, mechanics, custodians, cooks, district maintenance.

### Section 2

The use of masculine pronouns refers to both male and female employees in this bargaining unit.

### Section 3

Employment Defined:

A. Full Time:

Employees hired on or before June 30, 2006 will be full time at 35 posted hours per week.

Employees hired on or after July 1, 2006 will be full time at 40 posted hours per week.

B. Part Time:

Employees hired on or before June 30, 2006 will be part time at less than 35 posted hours per week.

Employees hired on or after July 1, 2006 will be part time at less than 40 posted hours per week.

Article I, Section 3 does not apply to Article IX - Reduction in Personnel, Layoff and Recall. For purposes of Article IX, Full Time is defined as 30 posted hours per week and Part Time is defined as less than 30 posted hours per week.

C. Probationary: An employee who would otherwise qualify as a full-time or part-time employee who has not yet completed their probationary period. (See Seniority article)

D. Substitute: An employee who is employed to fill positions of full-time, part-time, or probationary employees while such bargaining unit members are away from work or persons who are hired for a limited period [the Association is to be notified in writing if such limited period is expected to extend beyond twenty (20) days actually worked, and if so, the project / assignment upon which such individuals are employed.] Substitutes are not bargaining unit members and except for this sub-section are not covered by the provisions of this Agreement.

Section 4

- A. Days as used in this Agreement means working days, Monday through Friday excluding the holidays recognized by this Agreement, unless otherwise noted.
- B. "Employer" or "Board" as used in this Agreement means the Marquette Area Public Schools District.
- C. The immediate supervisors are defined as follows:

ELEMENTARY:

Custodians

- 1. Principal (during school year)
- 2. Director of Auxiliary Services (during Summer)

Food Service Personnel

- 1. Food Service Manager
- 2. Principal/Asst. Principal

HIGH SCHOOL:

Custodians or Driver-Custodians

- 1. Principal/Asst. Principal (during school year)
- 2. Director of Auxiliary Services (during Summer)

Maintenance (Inside - Outside)

- 1. Director of Auxiliary Services

Food Service

- 1. Food Service Manager

MIDDLE SCHOOL:

Custodians and Driver-Custodians

- 1. Principal/Asst. Principal (during school year)
- 2. Director of Auxiliary Services (during Summer)

Food Service

- 1. Food Service Manager
- 2. Principal/Asst. Principal

BUS GARAGE:

Mechanics and Bus Drivers

- 1. Director of Auxiliary Services

Other non-bargaining unit supervisors may be designated by the District. The Human Resources Manager, Assistant Superintendent(s) or the Superintendent will also be considered supervisors.

## ARTICLE II - BOARD RIGHTS

### Section 1

The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it, or permitted, 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 system and its properties and facilities and the activities of its employees;
- 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; to promote and transfer all such employees; and to establish, amend and enforce policies, and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs or other controlled substances.
- C. To decide upon the means and methods of work;
- D. To determine schedules and hours of work, and the duties, responsibilities, and assignments of employees with respect thereto.

### Section 2

The exercise of the foregoing powers, rights, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. Each year the Association shall be credited with a total of fifteen (15) days to be used by the officers or agents of the Association; such use to be at the discretion of the Association as provided herein. The Union will reimburse the Board for the sub on the odd numbered days after 10 days.

1. The Association agrees to notify the Employer no less than forty-eight (48) hours in advance of taking such leave. Such forty-eight (48) hour notice requirement may be waived by the Employer.
  2. Any employee scheduled to work on such leave shall receive full pay for such day. This pay is not to include any overtime the employee may have been scheduled to work.
- B. Special conferences for important matters will be arranged between the Association President and the designated representative of the Employer upon request of either party. Such meetings will normally be between at least two (2) representatives of each of the parties and will be held at mutually agreeable times and places. Should the Employer require such meetings to be during participating bargaining unit members' normal scheduled hours, such members will be released for the purpose of attending such conferences without loss of pay.
- C. The Association shall be provided with bulletin boards for the purpose of posting Association materials. These bulletin boards will be designated by building principals. The Association shall also have the right to use the school mails to distribute Association material upon the notification of the building principal. No political matter or advertising of any kind will be so posted or distributed.
- D. The Association shall have the right to use school facilities for meetings as long as the intended use does not interfere or conflict unduly with regular school functions.
- E. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment upon first notifying the building principals when the equipment is not otherwise in use.
- F. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation and care of all such equipment.
- G. Duly authorized representatives of the Association or representatives of the state and national levels shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- H. The Association shall have the opportunity to discuss upon request any new or modified fiscal budgetary policy.
- I. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be transferred to individuals employed by the District not covered by this Agreement.

- J. Supervisors not in the bargaining unit shall not regularly perform any work of other employees in the bargaining unit unless an emergency or training situation occurs, and/or when a substitute is not readily available. Emergency shall be defined as an unforeseen combination of circumstances that results in an urgent need.
- K. The Employer agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance or complaint.
- L. The Employer shall inform all new employees that the payment of dues or the service fee is a condition of employment. Within ten (10) working days the Employer shall notify the Association of said hire in writing which includes rate of pay, step, date of hire, and position.

ARTICLE IV - AGENCY SHOP; DEDUCTION OF DUES AND SERVICE FEES; PAYROLL DEDUCTIONS

Section 1 - Agency Shop; Deduction of Dues and Service Fees

- A. Agency Shop. In accordance with the terms of this Article, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.
- B. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures, to the extent required by law. The remedies set forth in such MEA policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted all other administrative and judicial procedures shall be barred, to the extent legally permissible.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or the Service Fee to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.
- E. Termination of Employment. Should the bargaining unit member be legally obligated to pay such Service Fee but fail to pay such fee, and should such involuntary payroll deduction be legally disallowed, the Employer shall, at the written request of the Association, terminate employment of such member (to the extent legally permitted) within thirty



(30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for termination of employment.

F. Termination Procedure. The procedure in all cases of termination of employment for violation of this Article shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance, provide at least ten (10) days for compliance, and advise the recipient that a request for termination of employment may be filed with the Board should they fail to comply.
2. If the bargaining unit member fails to comply the Association may file a request for termination of the bargaining unit member's employment with the Board.
3. Following receipt of such request for termination the Board shall, at the written request of the employee, conduct a hearing to determine whether the employee has paid the Service Fee to the extent legally required.
4. In the event of legal compliance at any time prior to termination of employment the request for termination will be withdrawn.

G. Dues Payroll Deductions. Upon written authorization by a bargaining unit member, or pursuant to paragraph D above, the Employer will deduct the appropriate amount of the dues or Service Fee from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first payroll prepared following receipt of the written authorization from the bargaining unit member, or notification by the Association pursuant to paragraph D, and continuing through the last pay period in June of each year. Money so deducted will be transmitted to the treasurer of the Michigan Education Support Personnel Association (MESPA I), or its designee, no later than ten (10) days following each deduction.

H. Indemnification. The Association shall indemnify the District, the Board, individual school board members, and employees, and hold them harmless, against any and all suits, claims, demands and liabilities, including reasonable attorney fees, that shall arise out of, or by reason of, any action that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the District under any of such provisions, provided such damages have not resulted from the sole negligence, misfeasance or malfeasance of the District or its agents. The Association shall have the right to choose legal counsel to defend any such suit or action, and

shall have the right, after consultation with the District, to decide whether to defend any such action, whether to compromise or settle any such action, and whether to appeal a decision of any court or other tribunal regarding such suit or action.

#### Section 2 - Additional Payroll Deductions

- A. Upon appropriate written authorization from the bargaining unit members, the Employer shall, to the extent permitted by law, deduct from the wages of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer provided that there are at least ten (10) employees authorizing such deductions to the particular organization involved.
- B. These deductions shall be made every payday (on which the employee is paid) once the authorization is delivered to the business office. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions.

#### Section 3 - Period of Enrollment

The Association shall present to the Board authorizations for deduction by the second Friday of the school year.

#### Section 4

The Board shall not be liable for any errors or losses in the administering of this Article.

#### Section 5

The Board will notify the Association of any changes in the status of an employee as it affects their dues deductions.

### ARTICLE V - EMPLOYEES' RIGHTS AND RESPONSIBILITIES

#### Section 1

Pursuant to the Michigan Employment Relations Act, the Employer agrees that employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under laws of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce employees in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States of America, and that it will not unlawfully discriminate against any employees due to membership in, or activities on behalf of, the Association.

## Section 2

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.

## Section 3

The employees shall be entitled to full rights of citizenship and no personal religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects or impacts upon the Employer, the Employer/employee relationship, or the employee's overall ability to perform his/her job; i.e., criminal activity, etc.

## Section 4 - Bargaining Unit Member Self-Improvement

- A. Whenever the Board determines the need for in-service training, employees who are mandated to attend shall be paid for such time spent in in-service training.
- B. In-service training held after the regular work day will be compensated at the rate of time and one-half (1-1/2) for those who qualify for overtime.
- C. Any bargaining unit member who enrolls in and successfully completes a course related to his/her responsibilities, at an accredited college or university approved by the Board, shall receive full reimbursement from the Board for tuition, books, and supplies. To receive reimbursement, the course must be approved in advance by the Board.

## Section 5

Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Administration shall take appropriate action in a timely manner.

## Section 6

- A. It is the individual employee's responsibility to notify their immediate supervisor, or designee as identified by the employer, of the intended absence as soon as the need becomes apparent. Whenever possible, the employee shall notify their immediate supervisor, or designee as identified by the employer, the night prior to the absence and, at the very latest, one hour before the employee is scheduled to work. When continued or extended illness occurs, or otherwise upon the reasonable request of the Administration, it is the employee's responsibility to provide their immediate supervisor with information about the length of their absence, and the probable date of return, and to provide such additional information to the Human Resources

Office as may be required. Without limitation on other possible disciplinary action, any employee failing to fulfill the requirements of this paragraph will not be compensated for the absence in question, even if it would otherwise qualify as paid leave, unless excused in writing by the Superintendent.

- B. In order to qualify for sick leave the employee may be required to furnish Medical Certification: (i) for continued or extended illness of more than three (3) days, (ii) where the employee has accumulated three (3) sick leave occurrences in the same school year (excluding occurrences for which the employee has furnished either a doctor's slip confirming the employee's presence at their prescheduled appointment or other Medical Certification), or (iii) where the Employer has a reasonable basis for believing the employee has given false reasons for an absence.

#### Section 7

Employees will not leave their designated work stations during working hours without the consent of the building principal or regularly appointed supervisor. Failure to obtain consent prior to leaving the work station shall constitute just cause for disciplinary action, except in emergencies. Emergencies are those situations which jeopardize the health and/or safety of the bargaining unit member or the member's immediate family.

#### Section 8

In the event of emergency situations, an employee may be expected to remain on duty as long as needed as determined by the Superintendent or appropriate supervisor. Such employee shall be paid at the rate of time and one-half for all time spent on duty beyond forty (40) hours per week or eight (8) hours per day.

#### Section 9

In the event that any provision of the District's School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the Master Agreement, the Agreement shall prevail. Any provision of the plan or applications thereof affecting the wages, hours, and other terms and conditions of employment of any employee, which is contrary to the terms of this Agreement, must have the written approval of the Association prior to being implemented. Participation by the staff is encouraged, but not mandatory. Furthermore, participation or non-participation shall not be used as a criterion for evaluation or discipline.

ARTICLE VI - WORKING CONDITIONS

Section 1 - Work Year, Work Month, Work Week, Work Day

- A. The normal work year for School Term employees shall be in accordance with the school calendar plus the paid holidays defined in Article XII. The normal work year for Twelve Month employees is July 1 through June 30.
- B. A month worked is one in which an employee has worked a minimum of twelve (12) days.
- C. Unless otherwise agreed, the normal work week for all regular employees who work at least half-time or more will be five (5) consecutive days.
- D. Breaks and Lunch Period
  - 1. The regular working day for Full Time employees (other than employees working in the bus driver or bus driver/custodian classifications) shall consist of at least six (6) consecutive hours per day with a duty free, unpaid lunch period of thirty (30) minutes duration. Employees required to remain on-call during lunch will be paid for the lunch period (or may elect compensatory time off in lieu of pay in accordance with the Work Duties and Compensation Article). Staggered lunch periods may be provided in buildings with more than one (1) employee in each classification.
  - 2. All Full Time employees (other than employees working in the bus driver or bus driver/custodian classifications) working at least six (6) consecutive hours will be entitled to two (2) fifteen (15) minute paid relief times. All employees working at least three (3) consecutive hours but less than six (6) consecutive hours may take one (1) fifteen (15) minute paid relief time.
  - 3. Employees working in the bus driver or bus driver/custodian classifications, who work at least six (6) hours per day, will normally use their "down-time" for breaks. Employees who do not have sufficient "down-time" for the equivalent of two (2) fifteen (15) minute breaks will be paid up to one-half (1/2) hour of wages per day for breaks. Such employees working at least six (6) consecutive hours per day will receive a duty free, unpaid lunch period of thirty (30) minutes duration.
  - 4. Employees working four (4) or more consecutive overtime hours will be entitled to a fifteen (15) minute paid relief time.

- E. Overtime will be divided among qualified bargaining unit members of each school building or department as equally as reasonably possible. Overtime must be approved in advance by the employee's immediate supervisor and will be offered on the following basis:
1. All overtime earned by a bargaining unit member shall be logged on an overtime chart.
  2. So long as there are sufficient qualified employees who are readily available to perform the work, the Employer will not call employees for overtime if they have indicated on the overtime list that they prefer not to work overtime. Should such employees be called the Employer will make a good faith effort to require the least senior available qualified employee(s) to perform the work.
  3. In the event of an emergency requiring extra overtime, first consideration will be given to off-duty members on an overtime list.
  4. Bargaining unit members shall be eligible for overtime in the building or department in which they are assigned to work.
  5. Overtime shall be assigned by the immediate supervisor.
  6. Designated bargaining unit members in each building will be responsible for the logging of overtime on the overtime chart. The Employer will not be responsible for errors on the chart.
  7. The Employer will be responsible for providing the designated bargaining unit member with a record of overtime hours earned each pay period.
  8. Overtime that is refused will be charged to the employee on the overtime chart for the purpose of balancing the overtime.
  9. All bargaining unit members (no matter how many hours worked) will be eligible to be assigned overtime in their building or department.
  10. The accumulation of overtime will begin July 1 and continue to June 30 each year.
  11. Bargaining unit members who are assigned to more than one (1) building or department will have their names placed on the chart for each of their assignments. All overtime earned will be entered on both charts.
  12. All hours over eight (8) hours in a day or forty (40) hours in a week as well as any time in excess of the regular daily assignment will be counted on the overtime list for the purpose of determining assignment of overtime.

13. Overtime that is refused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the overtime list for one (1) calendar year. Upon his/her return an effort will be made to adjust this loss by giving him/her first assignment on the overtime as much as possible.

14. Overtime List

a. A consolidated overtime list made up of individual building overtime lists will be used for the purpose of performing work in buildings for the following:

1. Overtime that the assigned building custodians have refused.
2. An emergency situation where supplemental help is needed.
3. More help is needed in a given situation than there are building custodians assigned.

b. Individual building custodians will be responsible for keeping their own overtime lists and forwarding their updated overtime list (when overtime is accrued) to the individual(s) keeping the consolidated overtime list.

c. Custodians who have indicated their desire, in writing, by July 1 or January 15 of each school year will be entered on the consolidated overtime list. Custodians who are entered on the list on January 15 will start with the highest number of overtime hours on the list.

15. Nothing in this Agreement shall be construed as limiting the Employer's right to require employees to work reasonable overtime.

F. When additional work that is not overtime will be performed by Part Time bargaining unit members such time will be divided among qualified Part Time bargaining unit members as equally as reasonably possible on the following basis:

1. All Part Time MESPA I bargaining unit members will be eligible for placement on the Extra Duty List. The Extra Duty List will be alphabetical and maintained in the Transportation Department.
2. So long as there are sufficient qualified employees who are readily available to perform the work, the Employer will not call employees for extra duty if they have not elected to be placed on the Extra Duty List.

3. For purposes of this section only, Part Time employees with less than two (2) years of seniority will be deemed to have equal seniority.
  4. Extra duty will be assigned by the Director of Auxiliary Services or designee who will call Part Time employees according to their position on the Extra Duty List. The Employer will note whether the employee responded to the call, and whether they performed the work. Each time extra duty covered by this section becomes available the Employer will commence calling with the first person not called the previous time such extra duty work was available, whether or not the employee performed the work the prior time or responded to the call.
- G. Because it is recognized that certain positions require knowledge and training not ordinarily required of other positions it is agreed that bargaining unit members will not be called to perform work for which they are not qualified.
- H. Should an employee be absent for more than two (2) consecutive working days due to a planned absence or continued or extended illness, the Employer may provide a substitute until the return of the regular employee. Substitutes will not be provided during days when school is not in session for students unless in the best interest of the Employer. If the Employer chooses not to provide a substitute, the bargaining unit members left on the job will not be expected to perform both their own work and the work of the absent employee. Management shall provide the employee with a priority list of work items to be done, including the alternate supervisor to contact in case of the absence of the regular supervisor.
- I. Act of God Days
1. "Act of God Days" as used in this section refer to scheduled days of student instruction which are not held because of conditions not within the control of the school authorities.
  2. When school is cancelled due to an Act of God Day, employees shall not report for work unless otherwise directed.
  3. An Act of God Day that is rescheduled shall be made up by School Term employees and they will be paid when they perform such work.
  4. When school has been cancelled due to an Act of God Day which will not be rescheduled, School Term and Twelve Month employees who would have worked on such Act of God Day will (to the extent not otherwise paid) receive pay for up to two (2) such unworked days based upon the hours they would have worked on such Act of God Day. If the employee was on vacation or paid leave, such



vacation or paid leave will, upon request, be re-credited to the employee's account and the employee will be paid pursuant to this paragraph.

5. School Term employees on the job at the time the public announcements are made will be released from their assignments by their immediate supervisor and will be paid for the time they actually work that day (in addition to pay as provided in paragraph 4 above for days not to be rescheduled). Release will normally be no later than one (1) hour after the students have left their respective buildings.
6. a. Twelve Month employees on the job at the time the public announcements are made may be released from their assignments by their immediate supervisor. When directed by their immediate supervisor, Twelve Month employees shall report to work (or remain at work) on Act of God Days that are not to be rescheduled. Such employees will be paid for the day as provided in paragraph 4 above, and will receive Compensatory Time Off (one hour of Compensatory Time Off for each hour actually worked), such Compensatory Time Off to be taken (other than as provided in subsection b. below) between the end of the school year and the start of the week prior to the following school year.
- b. Twelve Month employees who would have worked on a day that school has been cancelled due to an Act of God Day which will be rescheduled may either report to work (or remain at work) on such Act of God Day, and be paid for such work, or elect not to work that day and take vacation, Compensatory Time Off or paid leave time for which they are otherwise eligible.

## Section 2 - Working Conditions

- A. The Board of Education agrees to provide Worker's Compensation protection as required by state law.
- B. In the absence of a building supervisor or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- C. In accordance with the Tobacco-Free Schools Law, the Marquette Area Public School's buildings, grounds and vehicles shall be tobacco free. In accordance with such law, employees shall not use tobacco products at any time in any building, facility or structure owned, leased or otherwise controlled by the District, other than outdoor areas after 6:00 p.m. on days during which there are regularly scheduled school hours, or on Saturdays, Sundays and other days on which there are no regularly scheduled school hours. Employees shall not use tobacco products when

they are working with students on school related matters, or supervising student activities, on or off school property.

D. The Employer shall provide designated rest areas, lounges, and restrooms for employee use.

E. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive (or repeatedly violate rules and regulations) provided the employee has followed appropriate procedures as stated in the Marquette Area Public Schools Discipline Regulations.

F. Conditions of Employment

1. For purposes of this section a "condition of employment" is defined as a condition which has been applied District-wide within a classification or the classifications included in this Agreement, and the Employer and Association must have known of such condition and either agreed or acquiesced with such condition of employment.

2. If within the life of this Agreement the Employer or Association seeks a change in a "condition of employment" as defined in this section, or if the Association believes such a change has been made by the Employer, the parties agree to meet in an effort to reach a mutually agreeable resolution.

3. It is understood that all provisions contained in this Agreement shall be adhered to and maintained at a standard not less than stated in said Agreement. If the Association believes a violation of this Agreement has occurred, such violation shall be subject to the Grievance Procedure, up to and including binding arbitration.

G. In accordance with the Michigan School Code provisions concerning corporal punishment, employees shall not inflict or cause to be inflicted corporal punishment upon any pupil. Employees may, however, use reasonable physical force upon a pupil as necessary to maintain order and control in accordance with law and District policy.

H. The Employer shall provide without cost to the employee the following:

1. Approved first aid kits and materials in designated areas.

2. Adequate and approved safety equipment as required by state and federal safety rules and regulations.

3. When a CDL license or additional endorsement(s) is required for an employee's current position, and the employee has successfully completed one year in the position, the Employer will pay the employee for reasonable time necessary to complete State required continuing education for retention of the CDL license and will reimburse the employee for the cost of their CDL license and additional endorsement.
4.
  - a. All Full Time employees (other than bus drivers) shall wear a properly maintained uniform while on duty. The Employer will provide each Full Time employee three (3) complete uniforms during the first year of employment. Each year thereafter, each Full Time employee will be provided with one of the following: (i) two complete uniforms (three for cooks), (ii) reimbursement of up to the cost of two uniforms toward the purchase of work boots or shoes (except for employees covered under subsection b. below) upon submittal of an appropriate receipt for such purchase, (iii) one work jacket, or (iv) two pair of coveralls. Bus drivers who drive four or more hours per day (but less than Full Time) will receive a fall jacket after completion of the probationary period and every 36 months thereafter.
  - b. Mechanics and maintenance personnel working a minimum of 1100 hours per year will be provided with one pair of steel-toed shoes per year, if needed. Mechanics working a minimum of 1100 hours per year will be allowed up to \$240, per year, for the purchase of hand tools.
  - c. Rubber boots will be made available in each building for custodial employees scrubbing floors or doing work on wet surfaces.
  - d. Part Time employees shall wear uniforms as required by the Employer while on duty. Such uniforms will initially be provided by the Employer. Replacement of uniforms for Part Time employees will be at the discretion of the Employer.

### Section 3

- A. Employees will have regularly scheduled working hours. For purposes of payment of shift differential, but not as a limitation upon scheduling, shifts are defined as follows:
  1. Any shift that regularly begins at or after 4:00 a.m. but before 12:00 noon shall be described as the day shift.
  2. Any shift that regularly begins at or after 12:00 noon but before 8:00 p.m. shall be described as the afternoon shift.

- 3. Any shift that regularly begins at or after 8:00 p.m. but before 4:00 a.m. shall be described as the midnight shift.
- B. Except in the case of emergency, regular scheduled hours for employees will not be changed without at least five (5) working days prior notice (in writing when possible).
- C. Switching of bus routes, except voluntarily, will be done for just cause and with consultation with the drivers involved.
- D. Any employee that has their shift (Article VI, Working Conditions, Section 3) involuntarily changed (or split into multiple worksites) during the normal school year to a shift different than their current position may change positions, upon written request, with the least senior employee in the same job classification, shift and amount of hours as the affected employee's position before it was changed, provided both employees have the qualifications and ability to perform all work required.

ARTICLE VII - VACANCIES, TRANSFERS AND PROMOTIONS

Section 1 - Vacancies

- A. A vacancy is defined for purposes of this Agreement as a newly created bargaining unit position, or a bargaining unit position vacant because of transfer, promotion, retirement, resignation or discharge, that the District determines requires filling. (The Association will be notified, in writing, if the position has been eliminated.)
- B. All vacancies shall be posted in all buildings for a period of five (5) work days (for a period of ten work days between June 15 and August 15). A copy of the posting will be provided to the Association by the first day of the posting. Said posting shall contain the following information:
  - 1. Type of work
  - 2. Location of work
  - 3. Starting date
  - 4. Rate of pay
  - 5. Hours to be worked
  - 6. Classification
  - 7. Minimum requirements

Interested employees may apply in writing within the five day (ten day) posting period.

- C. 1. Vacancies will be filled on the basis of qualifications, skill, ability and seniority. Unless the Employer can establish that one of the applicants has greater qualifications, skill or ability, the employee/applicant with the greatest bargaining unit

seniority will be awarded the position. For purposes of this Article only, Part Time employees who have less than two (2) calendar years of employment shall be deemed to have equal seniority.

2. Any position which is vacant (as defined in Section 1, A) and not posted cannot be filled by a substitute for more than twenty (20) days.
- D.
1. Employees will be considered to be on probationary status during the first sixty (60) days in the new position. During that period they will be expected to demonstrate their ability to perform the duties of the position.
  2. During the probationary period the Employer will determine whether it believes the employee has the necessary skill and ability to continue in the position. If, during the probationary period, the Employer believes the employee is unable to adequately perform the position, or the employee notifies the Employer that s/he is unable to adequately perform the position, the employee will be returned to their former position without loss of seniority. The employee's former position may be filled on a temporary basis during the probationary period.
- E. In order to assume a position which is higher on the wage schedule, the unit member shall be required to demonstrate an ability to perform the duties as outlined in the job posting for that position. Job postings shall not be arbitrarily or capriciously changed for the purpose of excluding particular individuals but shall reflect the actual duties of and the qualifications for the posted position.
- F. Within ten (10) days after the expiration of the posting period, if there are qualified applicants the Employer shall make known to those who apply and the Association of its decision as to which applicant has been selected to fill a posted position. The Employer will notify the Association if it believes there are no qualified bargaining unit applicants.
- G. When the Employer fills long-term temporary vacancies (bargaining unit positions which are expected to be vacant due to a temporary absence of an employee for at least twenty days) of over twenty hours per week with a bargaining unit employee or substitute, a good faith effort will be made to fill the position with the most senior qualified bargaining unit member who desires the position.

## Section 2 - Transfers

- A. 1. Transfers shall be defined as a reassignment to a job within the same job classification and not to higher or lower rated positions. No transfers shall be made

where an employee may lose his/her seniority status or suffer a decrease in hourly rates unless such transfer is requested by the individual or for just cause. Notice of transfer shall be given in writing to the employee and to the Association five (5) working days prior to execution.

2. The parties agree:
  - a. Transfers of employees are to be minimized.
  - b. Employees will not normally be transferred more than once during any school year (July through June).
  - c. Transfers may be made if one or more of the following occur:
    - i. When a district need has been identified.
    - ii. When continued presence in the present position would be injurious to the employee's health.
    - iii. When a reduction in staffing becomes necessary within a job classification.
    - iv. When continued presence in the present position causes a conflict with other bargaining unit members or personnel that results in a deterioration of job performance.
- B. When a transfer is being considered, the Employer will meet with the Association (and the affected employee when appropriate) to discuss the reason for, and implementation of, the transfer. Unless otherwise agreed, where two or more employees are being considered for transfer, the least senior qualified employee will be transferred.
- C. Employees will be considered to be on probationary status during the first sixty (60) days in the new position. During that period they will be expected to demonstrate their ability to perform the duties of the position. If the employee is not retained in the new position, they will be returned to their former position without loss of seniority. Employees returned to their former position will be notified of the basis for such return, in writing.
- D. The location of summer work assignments for Twelve Month employees or short-term assignments for any employee may be made by the Board according to needs within the District. The location of summer work assignments or short-term assignments shall not be considered a transfer but shall be applied to the least senior member whenever possible. Least senior will be applied either district-wide or by building.

## ARTICLE VIII - SENIORITY

### Section 1

Seniority shall be measured as the length of continuous and regular employment within the bargaining unit after satisfactory completion of a probationary period. It is agreed that a year of seniority shall be defined as 1080 or more hours of employment. (If the employee is paid at least 1080 straight time hours during a year, July 1 through June 30, they will receive one year of seniority; if the employee is paid less than 1080 straight time hours during the year, their seniority is prorated. For example, an employee paid 540 hours during the year would accrue one half year of seniority. An employee working one hour of overtime, paid at the rate of time and one-half, is considered to have worked one straight time hour.) Seniority shall be bargaining unit wide, meaning seniority accrued in one classification is transferable to all classifications.

### Section 2

New employees who work more than twenty (20) hours per week will be considered probationary employees until they have actually worked sixty (60) days in that classification; new employees who work twenty (20) hours or less per week will be considered probationary employees until they have actually worked ninety (90) days in that classification. Seniority will start upon successful completion of the probationary period as a MESPA I bargaining unit member but will be retroactive to the first day of work as a probationary bargaining unit member. There will be no seniority for probationary employees. If one or more employees have the same seniority all individuals affected will participate in a drawing to determine their relative positions on the seniority list.

### Section 3

The Employer shall prepare and maintain the seniority list. The seniority list and revisions shall be prepared and posted at a place designated by the Administration [only one (1) place shall be so designated in each building] of the District by September 30 of each year. A copy of such and revisions will be furnished to the Association President.

### Section 4

The initial seniority list will be posted for thirty (30) calendar days. Any challenges are to be made during this time. At the end of this time, this list shall become permanent. Notification of challenges to said list will be made to the Association President and to the Human Resources Manager in writing. The revisions list shall be posted by October 31.

## Section 5

Bargaining unit members will lose their seniority rights, and their employment will cease, for the following reasons:

- A. Resignation or retirement.
- B. Discharge for just cause.
- C. Failure to report to work within five (5) work days after the Board has notified the employee by certified mail to return to work after a layoff period unless the Board is notified by certified mail of a valid reason for a longer delay. The Board will determine if the reason is valid.
- D. Absence from work for more than three (3) days without notifying the Employer.
- E. Layoff for a continuous period of more than three (3) years for Full Time employees. For less than Full time employees one (1) year or the length of their seniority, whichever is greater.
- F. Failure to return to work as scheduled upon expiration or termination of an approved leave of absence.
- G. Exceptions to the above may be made in the discretion of the Employer.

## ARTICLE IX - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

### Section 1 - Layoff

- A. Layoff as used in this Article means: (i) reduction in the work force; (ii) for bargaining unit members working in more than one classification, elimination of all hours worked by them in any one classification; or (iii) for Full Time employees, as defined by Article I, any reduction in total hours (total posted hours for the employee's positions).
- B. For purposes of this Article, Full Time MESPA I bargaining unit employees will be considered to have greater seniority than Part Time employees whether all of their hours are in one classification or whether such Full Time employment is due to hours scheduled in more than one classification. As provided in the Seniority Article, seniority is otherwise bargaining unit wide, based on employment within the bargaining unit, and transfers with employees moving from one bargaining unit classification to another.
- C. Bargaining unit members will not be laid off without at least thirty-one (31) calendar days notice except in an emergency, or in the event of bumping, in which case they will be given at least two (2) weeks notice whenever reasonably possible.



- D. In the event of a layoff, the Employer and the Association will meet to discuss implementation, including transfer of employees and adjustment of hours. The procedure below need not be followed; the parties may agree to place any employee(s) in any position(s). Bargaining unit members will assume positions as mutually agreed between the Employer and the Association. Affected employees will have input into such decision.
- E. Unless otherwise agreed, so long as the remaining employees have the necessary qualifications, skill and ability to perform all remaining work:
1. The Employer will first lay off (or reduce the hours of) probationary bargaining unit member(s) working in the classification.
  2. The Employer will thereafter lay off (or reduce the hours of) the least senior bargaining unit member(s) working in the classification.
  3. Bargaining unit members who would be laid off may thereafter bump according to the following procedure. An employee must normally bump into the bumped employee's entire schedule in that classification and cannot bump into part of an employee's assignment. (An employee may, however, bump into an employee's entire bus run that makes up less than the employee's entire bus schedule; for purposes of this Article, a bus run is the bus driver's entire morning, midday or afternoon schedule notwithstanding that the particular schedule includes bussing of students from more than one school.) Schedules for employees desiring to work in more than one classification must be compatible.
    - a. The Employer will notify affected bargaining unit member(s) of the pending layoff.
    - b. A bargaining unit member with the necessary seniority, who would otherwise be laid off, has the option to bump:
      - (1) A less senior employee with a compatible schedule (including bus runs that make up less than a full schedule) in the same classification as such layoff/ elimination;
      - (2) A less senior employee with a compatible schedule in the same classification grouping but in a lower classification; or
      - (3) A less senior employee with a compatible schedule in the Building Custodian classification, a less senior employee with a compatible schedule in the Bus Driver classification (including bus runs that make up less than a full schedule), a less senior

employee with a compatible schedule in the Satellite Kitchen Worker classification (so long as no more than fifty percent of the Satellite Kitchen Workers working in any one building are laid off or otherwise eliminated from such positions during any one school year) or a less senior employee with a compatible schedule in the Main Kitchen Worker classification (so long as no more than fifty percent of the Main Kitchen Workers working in any one building are laid off or otherwise eliminated from such positions during any one school year).

(4) If an employee can demonstrate qualifications, skill and ability to fill a position in an equal or higher paid classification, whether or not in the same classification grouping, the employee will be considered for the position.

(5) Example:

A Full Time employee with a total of 8 posted hours per day could bump an employee with an 8 hour schedule in the same classification, in the same classification grouping but in a lower classification, or in one of the listed classifications in a different classification grouping (or an employee with fewer hours, such as a 7 hour employee in the appropriate classification) but could not bump into part of an employee's hours (except for a full bus run).

c. Any bargaining unit member displaced by the bumping procedure may similarly bump into another position in accordance with this procedure, but must bump the least senior employee in the applicable classification rather than another less senior employee. An employee with sufficient seniority will, however, normally be permitted to bump the least senior employee working on their same shift even if not the least senior employee in the classification. For example, a Custodian on the day shift could bump the least senior Custodian on the day shift before being required to bump the least senior Custodian on a different shift.

d. When more than one bargaining unit member is being laid off at the same time, the Employer and the Association will meet to discuss implementation as provided in Section D above. It is understood that, unless otherwise agreed, the intent of the

Employer is to minimize disruption for the District by bumping of the least senior employee(s) in a position, rather than displacement of more senior employees from their existing positions when they will not be laid off. Exceptions including transfer of more senior employees to positions held by less senior employees (who are not the least senior employee(s) in the classification) may, however, be mutually agreed upon. It is the expectation of the parties that through the meeting process the parties will be able to agree upon the positions to which more senior bargaining unit members will bump, including the expectation, where feasible, that once it is determined which employees will be laid off the more senior employee(s) would have the opportunity to select the vacated position(s) they prefer.

- e. Employees desiring to bump must notify the District of such desire within forty-eight (48) hours following notice to them of pending layoff.
- F. So long as the laid off bargaining unit member has the necessary qualifications, skill and ability to perform all work and scheduled hours in the position: neither will a new employee be hired into a classification from which the bargaining unit member remains laid off, nor will a new employee be hired into the Building Custodian classification, the Bus Driver classification, the Satellite Kitchen Worker classification or the Main Kitchen Worker classification.
- G. It shall be the bargaining unit member's responsibility to notify the Human Resources Manager of his/her current address and telephone number.

Section 2 - Individual Agreement Waiving Seniority for Purposes of Layoff

- A. The Employer and the Association may mutually agree to allow individual bargaining unit member(s) to waive their seniority rights for the purpose of layoff. Such waiver is without prejudice to other rights the employee may have pursuant to this Agreement and shall not be construed to be a waiver of seniority for purposes of recall following layoff. The waiver shall be null and void following recall.
- B. If such an agreement is reached, the following form shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Marquette Area Public School District's impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
[Bargaining Unit Member]

Date \_\_\_\_\_ Signature \_\_\_\_\_  
[Association Representative]

Date \_\_\_\_\_ Signature \_\_\_\_\_  
[Employer Representative]

Section 3 - Benefits During Layoff

A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental, and life insurance benefits according to carrier specifications, by paying the regular monthly per subscriber group rate premium for such benefits to the Employer.

Section 4 - Recall

- A. Laid off bargaining unit members will be recalled in inverse order of layoff so long as they have the necessary qualifications, skill and ability to perform all work required.
- B. As with layoff, upon the request of either party the Employer and the Association will meet to discuss implementation of recall, including transfer of employees and adjustment of hours. Bargaining unit members will assume positions as mutually agreed between the Employer and the Association without necessity for utilizing the procedure described below. Affected employees will have input into such decision.
- C. Unless otherwise agreed, so long as they have the necessary qualifications, skill and ability to perform all work required:
  - 1. Employees will be recalled into the classification from which laid off.
  - 2. In a similar manner to layoff, however, an employee may elect recall into the same classification grouping but in a lower classification (or into the Building

Custodian classification, the Bus Driver classification, the Satellite Kitchen Worker classification or the Main Kitchen Worker classification) should an opening occur. To be eligible for recall into a classification other than the classification from which they were laid off the employee must notify the Employer at the time of layoff, in writing, that they desire such recall into a different classification.

3. For employees who have bumped into different classifications (or schedules) to avoid layoff:
  - a. The "Return Period" as used below means the period from the time of layoff until the first day of August preceding the second full school year following such layoff.
  - b. If the employee has not been laid off, and the position from which they bumped to avoid layoff becomes available within the Return Period, they will be returned to such position from which they bumped without posting of the position opening.
  - c. If the employee has been laid off following such bumping, they will be returned to the position from which laid off (or, should the position from which they bumped become available within the Return Period, they will be returned to such position from which they bumped) without posting of the position opening.
  - d. If a Full Time employee's hours were reduced (as provided in Section 1A) the employee may bump into a compatible bus run which becomes available within the Return Period, without posting of the bus run, so long as the employee would not be scheduled for more than eight hours per day.
- D.
  1. Notices of recall will be sent by certified mail to the last known address as shown on the Employer's records. The recall notice will state the time and date on which the bargaining unit member is to report back to work. It is the bargaining unit member's responsibility to keep the Employer advised of the employee's current mailing address.
  2. A recalled bargaining unit member will be given until the reporting date (or until five days following receipt of the recall notice, if later) to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member reports for work. The Superintendent, Assistant Superintendent or Assistant to the Superintendent may grant a five day extension to an employee because of illness, necessary travel time or for leaving another job.

3. Bargaining unit members recalled to work for which they are qualified (for at least the same number of hours as they were working at the time of layoff) are obligated, absent written agreement by the Employer, to take such work; any bargaining unit member who declines recall to such work will forfeit any right to recall, including all seniority rights and any rights to benefits pursuant to the Master Agreement.

#### Section 5 - Seniority During Layoff

Bargaining unit members on layoff will not accrue seniority during the period of layoff.

### ARTICLE X - WORK DUTIES AND COMPENSATION

#### Section 1

The minimum hourly rates for bargaining unit members are set forth in Appendix B.

#### Section 2

Employees will be paid the rate for the classification in which they are working based on their Step on the Wage Schedule.

#### Section 3

The following conditions shall apply:

- A. Employees will be paid their straight time hourly rate for all time worked up to forty (40) hours per week. Time and one-half their straight time rate will be paid for all time worked in excess of forty (40) hours per week or in excess of eight (8) hours per day. (For purposes of this section, authorized paid leave hours, for which the employee would otherwise be scheduled, will be included as hours worked.) Hours actually worked on Sunday will be paid at time and one-half the employee's regular straight time hourly rate.
- B. Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent hours are compensated for at overtime or premium rates under one provision, they shall not be counted as hours worked in determining overtime or premium rates under the same or any other provision. Hours worked on a holiday for which time and one-half the straight time rate is paid will accordingly not be included as hours worked for purposes of daily overtime. Hours for which the employee would have been scheduled, however, had it not been a holiday, will be included as hours actually worked (to the extent actually worked) for the purpose of determining weekly overtime.

- C. 1. Compensatory Time Off at the rate of time and one-half may be given in lieu of overtime pay if mutually agreeable to the Employer and employee. The application of this clause will be interpreted according to current law.
2. a. Compensatory Time Off requests must be recorded on the proper form and on the employee's time card, and must be forwarded to the Business Office.
- b. Use of accumulated Compensatory Time Off must be approved by the employee's immediate supervisor.
- c. The employee must normally request use of accumulated Compensatory Time Off at least two (2) working days prior to the requested time off.
- d. Should the District determine a substitute is necessary in the event of the employee's absence, the use of Compensatory Time Off may be denied if a satisfactory substitute is not available.
- e. Requests for leaves of absence pursuant to ARTICLE XIII - LEAVES OF ABSENCE will be considered prior to requests for use of accumulated Compensatory Time Off. No more than two (2) days of Compensatory Time Off may be used consecutively. Compensatory Time Off may not normally be used to extend leaves of absence or holidays.
- f. Employees may accumulate up to twenty-four straight time hours (sixteen hours at time and one-half) of Compensatory Time Off.

#### Section 4

- A. Extra Trips. When the District requires bargaining unit members to drive extra trips that require use of a school bus, the following procedure will be followed:
1. Extra trips will be rotated among those bargaining unit drivers who have regularly assigned runs and qualify [qualified means has been driving a regular run for one (1) calendar year] and have indicated a desire in writing on the appropriate form to drive extra trips.
2. Once this form is completed and the trips begin, there will be no "late entries" for a driver who changes his/her mind.
3. New drivers when assigned a regular run will be entered on the trip roster if they desire and qualify, and they will be assessed the number of trip hours equal to the driver who has the most hours at that time.

4. At the beginning of the school year the trips will be assigned to those drivers on a seniority basis. After the first round of trips the trips will be assigned to the drivers with the least amount of "extra hours" accumulated to date.
    - a. These extra hours are to be recorded on the appropriate form and brought up to date and posted weekly in the bus garage.
    - b. Two (2) drivers in the unit will become responsible for assigning drivers for extra trips.
    - c. These two (2) individuals will be responsible for assigning all extra trip drivers except those which arise due to an emergency. Emergency shall be defined as a situation where the two (2) drivers in 4(b) above are not available to assign an extra trip driver.
    - d. All extra trips will be given to the two (2) individuals above no later than one (1) week prior to the trip.
  5. Extra trips that are refused will be charged to the employee on the trip chart for the purpose of balancing extra trips.
  6. Overtime that is refused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the trip roster for one (1) calendar year. Upon his/her return, an effort will be made to adjust this loss by giving him/her first assignment on the extra trip roster as much as possible.
  7. Whenever possible, extra trips will be assigned a minimum of twelve (12) hours in advance of scheduled trip.
  8. Only extra trip hours and overtime hours (hours paid at the time and one-half overtime rate) will be charged to the employee on the trip chart for the purpose of balancing extra trips.
  9. When possible, MESPA I bargaining unit members will be used on field trips and extra work before other District employees, provided the time is not overtime.
- B. The basic compensation for drivers who drive an extra trip will be:
1. Regular pay for driving hours to and from an event. If applicable, overtime shall be paid to drivers who qualify.



2. For trips in the Upper Peninsula two (2) hours of lay-over time will be paid at the overtime rate if driver qualifies for overtime. The remaining lay-over time will be paid at the driver's regular rate of pay.
3. If lay-over time is less than two (2) hours, the driver will be paid for two (2) hours.
4. a. If trip exceeds more than one (1) day, the driver shall be paid for eight (8) hours of regular pay for lay-over time for the second and all succeeding days of lay-over when the driver is not involved in driving.  
b. All meals and accommodations will be provided for drivers on overnight trips or trips outside of the Upper Peninsula. A meal(s) will be provided for other trips that the "punch in" time for that trip begins less than one (1) hour and fifteen (15) minutes after the run of the driver's work day.

No meals will be provided for trips that are less than three (3) hours in duration. Reimbursement for meals and accommodations shall be as provided for in Board policy. If Board policy changes, the above amounts shall change accordingly. For meals incurred at conferences the receipted amount will be reimbursed.

#### Section 5

Drivers taking an extra trip during the day which prevents them from making all or part of their regular run will be paid their regular hourly rate plus drivers' hourly rate for the portion of his regular run(s) they are unable to drive.

#### Section 6

Drivers called to fill in for a bus run with less than twenty-four (24) hours notice, who report and work as required, will be paid for the hours actually worked (and will be guaranteed pay for at least the lesser of the hours scheduled for the bus run or two (2) hours) at the applicable straight time or overtime rate.

This will also apply to drivers who report as required but are not required to work.

### ARTICLE XI - VACATIONS

#### Section 1

All Twelve Month employees are entitled to a paid vacation each year based on their length of service and continuous employment as of July 1 of each year.

## Section 2

Twelve Month employees shall earn vacation days at the rate of 5/6 days per month for the first five (5) years of employment and 1-1/4 days per month beginning with the sixth (6th) year of employment and 1-2/3 days per month beginning with the sixteenth (16th) year. Vacation days will be accumulated based on hours; each day credited will be based upon the normal daily hours worked by the employee during the month earned (based upon posted hours for the employee's position).

## Section 3

Employees who terminate because of illness or with a minimum of ten (10) calendar days notice will be entitled to a prorated vacation benefit.

## Section 4

Vacations will be granted by the employee's supervisor at such times as are suitable considering both the wishes of employees and the efficient operation of the department concerned. Except in unusual circumstances employees shall not be permitted to take vacations the week before school starts, the week after school starts, and the last week of school.

## Section 5

In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority provided this does not interfere with normal operations. Employees must normally submit written vacation requests at least five (5) work days in advance of said request. Vacation requests shall be responded to in writing within five (5) working days. Exceptions may be made for good cause.

## Section 6

Vacation time may be accumulated from year-to-year up to a maximum of twenty-five (25) work days total. Upon termination of employment with proper notice (but specifically excluding termination for cause) employees will be paid for all unused vacation time based upon their then current rate of pay.

## Section 7

Upon written request, employees with at least twenty (20) accumulated vacation days may, at the end of the school year (June 30), convert up to five (5) days of their accumulated vacation to accumulated Paid Sick Leave. Vacation days will be converted to Paid Sick Leave hours based on the employee's regularly scheduled hours per day, not to exceed eight hours, at the time of conversion.

## Section 8

A vacation may not be waived by an employee and extra pay received for working during that period.

Section 9

Vacation days cannot be used in advance of earning same.

Section 10

Rate during vacation: Employees on vacation will be paid their current rate based on their regularly scheduled days and will receive credit for any benefits provided for in the Agreement. This current rate shall not exceed eight (8) hours pay.

Section 11

For purposes of this Article only, a day on which an employee is on approved paid leave shall be considered a day worked.

ARTICLE XII - HOLIDAYS

Section 1

Twelve Month employees regularly scheduled to work at least four (4) hours per day shall receive pay for the holidays listed below. Holiday pay will be based upon the employee's regularly scheduled hours for the day, not to exceed eight (8) hours per day.

- |                              |                          |
|------------------------------|--------------------------|
| 1. Independence Day          | 8. New Year's Day        |
| 2. Labor Day                 | 9. Good Friday or Easter |
| 3. Thanksgiving Day          | Monday as designated by  |
| 4. Friday after Thanksgiving | the District             |
| 5. Christmas Eve Day         | 10. Memorial Day         |
| 6. Christmas Day             |                          |
| 7. New Year's Eve Day        |                          |

Section 2

School Term employees regularly scheduled to work at least four (4) hours per day shall receive pay for the holidays listed below. Holiday pay will be based upon the employee's regularly scheduled hours for the day, not to exceed eight (8) hours per day.

- |                              |                          |
|------------------------------|--------------------------|
| 1. Labor Day                 | 8. Good Friday or Easter |
| 2. Thanksgiving Day          | Monday as designated by  |
| 3. Friday after Thanksgiving | the District             |
| 4. Christmas Eve Day         | 9. Memorial Day          |
| 5. Christmas Day             |                          |
| 6. New Year's Eve Day        |                          |
| 7. New Year's Day            |                          |

Section 3

When state or federal statutes, laws, or regulations require that any of the holidays designated in this Article be observed on a day other than set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

#### Section 4

If an employee works, as scheduled by the Employer, on a holiday listed above (Section 1 for Twelve Month employees, Section 2 for School Term employees) they shall be paid time and one-half their straight time rate for all time actually worked on the holiday in addition to the holiday pay for which they are otherwise eligible. (For example, an employee regularly scheduled to work four hours for the day, but actually working six hours, would receive four hours of holiday pay plus six hours at one and one-half times their straight time rate. A School Term employee working on Independence Day would be paid one and one-half their straight time rate for all time actually worked that day, but would be entitled to no additional holiday pay.)

#### Section 5

In-service days will be with pay for all hours employees are required to attend. Food Service staff shall not be denied regular scheduled work time on teacher in-service days except for the full in-service day when school is shut down.

#### Section 6

- A. Employees shall receive full pay for the above holidays if they work their scheduled work day before and their scheduled work day after the holiday or are on an approved leave day. Pay shall be for the regularly scheduled hours of each employee, not to exceed eight (8) hours.
  
- B. Should any paid holiday fall on a Saturday, the preceding Friday will be observed as a paid holiday. Should the paid holiday fall on a Sunday, the following Monday will be observed as a paid holiday. For two (2) day holidays such as Christmas Eve/Christmas Day and New Year's Eve/New Year's Day, observance will be followed in this way: Both on Saturday and Sunday, the preceding Friday and the following Monday will be observed as paid holidays (unless school is in session on Friday in which event the following Monday and Tuesday will be observed as paid holidays). One on Sunday and one on Monday, the preceding Friday and that Monday will be observed as paid holidays. One on Friday and one on Saturday, that Friday and the following Monday will be observed as paid holidays.

Example 1: Christmas Eve is on Sunday and Christmas Day is on Monday. Christmas Eve will be observed for pay on the preceding Friday; Christmas Day will be observed for pay on that Monday.

Example 2: Christmas Eve is on Friday and Christmas Day is on Saturday. Christmas Eve will be observed for pay on that Friday; Christmas Day will be observed for pay on that following Monday.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1 - Paid Leaves

A. Sick Leave

1. The Employer shall furnish each employee with a written statement of accumulated sick leave at the beginning of each school year. Employees working at least fifteen (15) hours per week (posted) will accumulate one (1) Paid Sick Leave day for each month worked. Paid Sick Leave will be accumulated based on hours; each day credited will be based upon the normal daily hours worked by the employee during the month earned (based upon posted hours for the employee's position). Paid Sick Leave may accumulate to a maximum of one thousand eight hundred (1800) hours.
2. Paid Sick Leave can be used for illness of a member of the employee's immediate family which shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, brother, sister, child, or any person who lives in the immediate household. As provided in Article V Section 6, the Employer may require appropriate Medical Certification of the employee's need for leave due to personal illness or injury, or for family illness/injury. Absence in excess of accumulated Paid Sick Leave will automatically place an employee on unpaid General Leave.
3. Each bargaining unit member may at their discretion use their accumulated Paid Sick Leave, or freeze their accumulated Paid Sick Leave in order to receive benefits under any compensable benefit program to the extent allowed by the carrier. If the employee freezes their accumulated Paid Sick Leave, they may not use Paid Sick Leave for the duration of their leave.

B. Funeral/Bereavement Leave. Three (3) days leave of absence (not to be subtracted from sick leave) with pay shall be granted for death in the immediate family to be taken at the time of the funeral provided the employee actually attends the funeral. Immediate family shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, brother, sister, child, or any person who lives in the immediate household. Two (2) additional days shall be granted by the Superintendent, deducted from employee's sick leave, upon request as needed (such days deducted from sick leave may include leave for death of brother-in-law and sister-in-law).

C. Personal Leave. Over the life of this Agreement Full Time Twelve Month and School Term employees shall have two (2) days per school year (July 1 - June 30) for personal leave. Personal Leave days will be earned and used based on hours; each day will be based upon the normal daily hours worked by the employee at the time earned or used (based upon posted

hours for the employee's position). For the purpose of securing substitutes, employees are to notify the Administration at least forty-eight (48) hours in advance to use one (1) day; five (5) days in advance to use more than one (1) day, of their intent to use a personal leave day. Personal leave will not be approved during a period of two (2) days before or two (2) days after a recess for School Term employees, or during the first two (2) weeks or last two (2) weeks of the school year for any employee. Not more than ten (10%) percent of the employees in a classification may be granted personal leave for any given day. Not more than one (1) employee in the same classification per building will be able to use a personal leave day. If the employee does not use such days, the employee shall have the following options:

1. To accumulate such days to a maximum of six (6);
2. To have such days added to the employee's accumulated sick leave; or
3. To receive compensation for each day in the amount of fifty percent (50%) of the employee's regular daily wage, to be paid the last pay day in June.

D. Jury Duty. An employee called and absent because of jury duty will be paid the difference between the pay received for the jury service and their regular pay. An employee shall sign his/her jury pay over to the public schools and then receive full pay.

E. Witness Leave. An employee called to testify as a witness on behalf of the school district shall be paid for time spent at their regular hourly wage. However, the employee shall be expected to reimburse the District for any remuneration provided by the court system for supplying information as a witness, in exchange for the wages, if the employee chooses the wages.

F. Maternity Leave - Disability

1. Upon a doctor's certification, a pregnant employee may use accumulated paid sick leave for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the pregnancy sick leave unless otherwise extended by the physician.
2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her work assignments and duties.

- G. Maternity Leave Without Accumulated Sick Days. Employees who require a maternity sick leave/disability and do not have enough (or any) accumulated sick days shall be granted unpaid sick time according to the provisions of Section 1 above. These employees will be granted fringe benefits for the month in which their sick leave runs out. In addition, the employer shall grant one additional month of fringe benefits according to Article XV.
- H. Lice or Scabies Leave. Employees working at least fifteen (15) hours per week (posted) who contract lice or scabies as a result of performing their bargaining unit work, requiring their absence from work, will be compensated for such time in the same manner as for Paid Sick Leave, but without deduction from their accumulated Paid Sick Leave. Medical certification may be required as provided for Paid Sick leave.
- I. Notice. It shall be the responsibility of employees to notify their immediate supervisor as soon as possible as to their unavailability to work due to illness or other cause.

## Section 2 - Unpaid Leaves of Absence

### A. General Leave

1. A General Leave of absence without pay or benefits for up to one (1) year may be granted by the Employer. For employees with at least eight (8) years service in the District, a one time General Leave of at least one (1) full semester but no longer than one (1) full school year shall be granted. During unpaid General Leaves of thirty (30) days' or more duration seniority shall be frozen.
2. Requests for General Leave must be in writing and shall include the reason for the leave along with the required beginning and ending dates for the leave.
3. Upon return from leave: For General Leaves of sixty (60) days or less, the employee will be reinstated to the same position they held when the leave began; for General Leaves of over sixty (60) days, the employee will be returned to the position vacated by them or to a position of similar status and pay. Notice of intent to return to work must be in writing at least fifteen (15) work days prior to the intended return date. Employees who would otherwise be subject to layoff (due, for example, to elimination of their position while they are on leave) will be given notice of layoff (and may exercise bumping rights), as otherwise herein provided, notwithstanding their leave status; unless laid off, the employee will be considered to be on leave from the position to which they bumped (or were transferred).

- B. Workers' Compensation Leave. Employees on leave compensable on behalf of the Employer in accordance with Michigan's Workers' Compensation laws retain their accumulated paid sick leave. So long as they continue to be eligible for Workers' Compensation on behalf of the Employer, the employee will continue to accrue seniority for up to eighteen (18) consecutive months as follows:
1. Temporary return to work, full duties, (Part Time or Full Time) during such period, and/or work classified as "favored work" or "light duty", where the absence continues due to the same illness or injury, will not be deemed an interruption of the 18 consecutive months but such period of temporary return will be added to the 18 month period. Seniority will continue to accrue for up to the first eighteen (18) months. If, due to this subsection, the employee's leave extends beyond eighteen (18) months, seniority credit for months beyond eighteen (due to temporary return during such eighteen months) will be based upon hours worked by them during such temporary return. (For example, temporary return of a full-time employee for one month would extend the eighteen months to nineteen months, the employee accruing full seniority for the first eighteen months and accruing prorated seniority for the nineteenth month based on hours worked by them during the one month temporary return.)
  2. If the employee returns to work (full duties) and is thereafter absent due to a different illness or injury (compensable on behalf of the Employer in accordance with Michigan's Workers' Compensation laws) a new 18 month period will commence for such illness/injury.
  3. If the employee has not returned to work (full duties) by the end of their 18 month Workers' Compensation leave their employment may be terminated. Exceptions may be made by the Employer, however, such as where there is sufficient medical evidence that the employee will be able to return to fully perform their position within a period of time acceptable to the Employer. Any such termination of employment is independent of the employee's claim for, and right to, benefits pursuant to Michigan's Workers' Compensation laws.
  4. Upon such termination of employment the employee's accumulated vacation shall be paid to the extent provided by Article XI, Section 6 and their accumulated Paid Sick Leave shall be paid to the extent provided by Article XIV, Section 2.
- C. Military Leaves. The District agrees to comply with laws governing military service and leave time.
- D. Family and Medical Leave Act. Leave time qualifying for FMLA leave may be designated by the employee and/or the Employer as FMLA leave. The employee may, however, take any



leave for which they are otherwise eligible pursuant to this Agreement during such FMLA leave. The Employer may similarly require employees to take paid leave for which they are otherwise eligible during FMLA leave. Medical Certification shall be required for such leave and for return from such leave.

- E. Association Leave. A leave of absence up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association or as an officer in its state or national affiliate. Seniority shall not accrue while on this leave.
- F. Discretionary Leave. At the discretion of the Superintendent an employee may take up to ten (10) unpaid days off. The employee shall request unpaid days off at least five (5) days in advance.

#### ARTICLE XIV - RETIREMENT, DISABILITY AND DEATH BENEFITS

##### Section 1

- A. Employees who actually retire under the Michigan Public School Employees Retirement Act, or have become totally disabled, and who have spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools, will be entitled to pay for accumulated Paid Sick Leave as provided in this Article. The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees' Retirement Board.
- B. Payment shall be awarded in a lump sum upon retirement, death, or upon becoming totally disabled, in accordance with the following plan. Such payment shall be made to each individual employee or his/her estate who satisfies the requirements of this Article.

##### Section 2 - Terminal Pay

100% of accumulated Paid Sick Leave to a maximum of 1800 hours as follows:

1. \$5.00 per hour from 0 to 800 hours.
2. \$5.50 per hour from 801 hours to 1400 hours.
3. \$6.25 per hour from 1401 hours up to 1800 hours.

##### Section 3 - Resignation

When an employee desires to terminate his/her employment, there must be at least a ten (10) work day written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of re-employment such employees shall be considered as a new employee.

ARTICLE XV - INSURANCE

Section 1 - FULL TIME EMPLOYEES

Health Benefits for Full Time employees hired on or before June 30, 2006 (posted at least 35 hours per week), provided the employee has completed his/her contractual year, are as follows:

A. MESSA PAK A, FULL TIME:

1. Health: Choices II with \$10/20 RX  
(includes \$5,000 Life Insurance)  
Dental: Delta Dental 90/90/80/80  
Vision: VSP 3 Plus  
Life: \$40,000 plus AD&D
2. Amounts the Full Time employee will contribute toward monthly premiums:  

Single:	\$38.41 monthly
Two Person:	\$74.00 monthly
Family:	\$85.46 monthly

Eligible Full Time twelve (12) month employees will contribute twelve (12) months, July through June; Full Time school term or ten (10) month employees contribute eleven (11) months, July through May.

3. Full Time school term and 10 month employees hired on or before June 30, 2006, will pay one additional insurance premium for the month of June that is equivalent to one month's insurance premium (e.g. single, two-person, full-family) unless otherwise negotiated.

B. MESSA PAK B, FULL TIME:

Full Time employees not choosing hospitalization as provided by MESSA PAK A may elect MESSA PAK B. The Board agrees to pay the full premium as follows:

1. Dental: Delta Dental 90/90/80/80  
Vision: VSP 3 Plus  
Life: \$45,000 plus AD&D  
\$2,000
2. Pursuant to the Employer's IRS qualified Section 125 Plan, Full Time employees may elect, to the extent permitted by such Plan, to purchase additional MESSA optional benefits or annuities from companies acceptable to the Employer.

Full Time employees electing MESSA PAK B will receive an increase to \$3,200.00 in cash, if at least 20% of eligible MESPA I members have elected MESSA PAK B benefits by the end of the open enrollment period which is effective October 1<sup>st</sup> annually.

Section 2 - PART TIME EMPLOYEES

Part Time employees hired on or before June 30, 2006 (posted at least 30 hours but less than 35 hours per week) will pay a prorated portion of the total monthly premium for health benefits as outlined below:

A. MESSA PAK A, PART TIME:

1. Health: Choices II with \$10/20 RX  
(includes \$5,000 Life Insurance)  
Dental: Delta Dental 90/90/80/80  
Vision: VSP 3 Plus  
Life: \$40,000 plus AD&D
2. Amounts the Part Time employee will contribute toward monthly premiums:  
  
Single: \$38.41 monthly plus prorated amount  
Two Person: \$74.00 monthly plus prorated amount  
Family: \$85.46 monthly plus prorated amount

Eligible Part Time twelve (12) month employees will contribute twelve (12) months, July through June; Part Time school term or ten (10) month employees contribute eleven (11) months, July through May.

3. Part Time school term and 10 month employees hired on or before June 30, 2006, will pay one additional insurance premium for the month of June that is equivalent to one month's insurance premium (e.g. single, two-person, full-family) unless otherwise negotiated.

B. MESSA PAK B, PART TIME:

Part Time employees not choosing hospitalization as provided by MESSA PAK A may elect MESSA PAK B. The Board agreed to pay a prorated portion of the premium as follows (formula: 35 minus hours worked per week equals X divided by 35 equals the portion the Employee Owes times the Pak B premium equals the Monthly Amount Owed):

1. Dental: Delta Dental 90/90/80/80  
Vision: VSP 3 Plus  
Life: \$45,000 plus AD&D  
Prorated portion of \$2,000

Example of Premium Owed by Employee:  $35 - 32 = 3 / 35 = .08571428571 \times \$129.36 = \$11.09$  per month x 12 months = \$133.08 / 18 pays = \$7.39 deducted per pay

Example of Prorated Amount:  $35 - 32 = 3 / 35 = .08571428571 \times \$2000 = \$171.43$ ;  $\$2000 - 171.43 = \$1828.57 / 20$  pays = \$91.43 added per pay

2. Pursuant to the Employer's IRS qualified Section 125 Plan, Part Time employees may elect, to the extent permitted by such Plan, to purchase additional MESSA optional benefits or annuities from companies acceptable to the Employer.

### Section 3 - NEW EMPLOYEES

- A. For new employees hired on or after July 1, 2006, benefits outlined below begin on the first of the month following successful completion of the probationary service period.

- B. All new employees will be considered full-time employees who work at least forty (40) posted hours per week.

All new employees will be eligible for prorated benefits who work a minimum of thirty (30) posted hours per week.

- C. For new employees eligible for benefits, the Board will contribute toward the monthly premium for employee only (single) health, vision, dental, and life insurance with AD&D. The employee will be responsible for paying \$38.41 monthly and any applicable prorated amount.

1. These employees may increase coverage to include one dependent or full family through payroll deductions, at the employee's expense.

2. Months the board will contribute toward monthly premiums of Part Time and Full Time new employees:

School Term: 9 months coverage (September through May)

10 Month: 10 months coverage (September through June)

12 Month: 12 months coverage (July through June)

### Section 4 - ALL ELIGIBLE EMPLOYEES

- A. Subsequent Years of Contract:  
Any increase in premiums effective on or after July 1, 2006 shall be shared as follows: District pays 75%, MESPA I pays 25%.
- B. Premium co-pays will be made by payroll deduction on eighteen (18) payroll deductions during the school year between October and June.
- C. For Article XV only, posted employee hours in either MESPA bargaining units will count towards insurance eligibility.
- D. In the event that a husband and wife are both employed within the District and eligible for benefits, it is understood by the parties that these employees shall not have dual health insurance coverage within the District.
- E. Dental and vision coverage shall include internal and external coordination of benefits (COB) for all bargaining unit members and their eligible dependents as defined by MESSA.

- F. For employees terminating employment with the School District, all fringe benefits will cease upon termination. School Term employees who complete the school year will have their fringes through August.
- G. An open enrollment period shall be established each year in September.

Section 5 - National Health Program

In the event a national health program is enacted that would affect the benefits in this agreement or there is a change in the tax status of benefits that would adversely affect bargaining unit members or the District, the parties agree to meet to negotiate over the impact of the change.

Section 6 - Discretionary Fringe Benefit Extension

For an employee who becomes ill or disabled the Board may, in its sole discretion, provide the fringe benefits which they are presently receiving for up to twelve (12) months.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is defined as an alleged violation or misapplication of a specific Article or section of the Agreement by the Employer. An individual employee may present his/her grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. Grievances will be presented in the following steps:

Section 2 - Procedure

STEP ONE

- A. Within ten (10) working days of the time a grievance occurs, an employee having such a grievance shall present the grievance orally and discuss the matter with the principal or immediate supervisor during working hours with the object of resolving it informally. If it is not resolved at the informal level, then within ten (10) working days after the presentation of the grievance the employee shall present the grievance in writing (the "Statement of Grievance", see Section 4). (The Grievance Form is set forth in Appendix B.)
- B. Within ten (10) working days after the presentation of the written grievance the principal or immediate supervisor shall give an answer in writing to the employee and the MESPA. If a grievance arises which does not involve the building principal or immediate supervisor, Step One of the

procedure may be bypassed but the time limitations of Step One will apply.

- C. If the grievance is accelerated to the Superintendent or his designated representative, Step Two becomes the next step in the procedure.

#### STEP TWO

- A. If the principal's or immediate supervisor's answer to the grievance is not satisfactory to the employee or if no answer was given within the time limit, the employee shall appeal the grievance to the Superintendent of Schools or his designee within ten (10) working days after the principal's or immediate supervisor's answer is given; or if no answer was given, within ten (10) working days after the principal's or immediate supervisor's answer was due.
- B. The Superintendent or his designated representative shall give the MESPA representative an answer in writing no later than ten (10) work days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, limits may be extended by mutual agreement between the parties in writing.

#### STEP THREE

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties or according to the rules of the American Arbitration Association. Such appeal must be taken within twenty-five (25) calendar days from the date of the decision provided for in Step Two.

#### Section 3

- A. Time Limits. Any grievance not advanced to the next step by the employee within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association by mutual agreement, in writing; then the new date shall prevail.
- B. Powers of the Arbitrator. It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement.
  - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - 2. He shall have no power to establish wage scales or change any wage.

3. He shall have no power to rule on any of the following:
    - a. The termination of services of or failure to re-employ any probationary employee.
    - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
    - c. Any alleged violation of law including those laws referred to in this Agreement.
  4. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  5. He shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
  6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  7. There shall be no appeal from an arbitrator's decision if it is in the scope of his authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.
  8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- C. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, she/he shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any

compensation or advantage, the same or its equivalent in money shall be paid to her/him and her/his record cleared of any reference to this action.

- D. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties.
- E. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- F. The Board will permit a bargaining unit member (and/or the MESPA representative with consent of the bargaining unit member) access to, and the right to inspect and acquire copies of, the bargaining unit member's personnel file in accordance with the Bullard-Plawecki Employee Right To Know Act.
- G. A bargaining unit member who at the Employer's request (excluding arbitration hearings) must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

#### Section 4

The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the MESPA with respect to these provisions, and shall indicate the specific relief requested and shall be signed by the grievant.

### ARTICLE XVII - NEGOTIATIONS PROCEDURES

#### Section 1

This Agreement may be extended by mutual written consent of both parties.

#### Section 2

Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of this Agreement or at least at the request of either party.

#### Section 3

This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.



#### Section 4

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.

#### Section 5

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and individual copies shall be presented to all bargaining unit members now employed by the Board. The MESPA shall be provided with five (5) copies, at no charge to it, for its use.

### ARTICLE XVIII- EVALUATION

#### Section 1

Evaluation records shall be kept on forms provided by the Human Resources Office to the immediate supervisor. The Association shall be furnished a copy of the form used for evaluation.

#### Section 2

Employees shall receive a printed copy of his/her evaluation.

#### Section 3

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material; such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee does not come into the office to sign materials within three (3) days after being so notified, the Employer may mail a copy of said materials to be placed in the employee's personnel file to both the employee and the Association. Except with the consent of the employee, or as otherwise required by law, all responses to formal requests for recommendations by potential employers shall be based solely on the contents of the employee's personnel file.

#### Section 4

Due to the nature of the school calendar, it may be necessary for some employees to be responsible to different supervisors during the summer months than during the regular school year.

## ARTICLE XIX - DISCIPLINE, DEMOTION AND DISCHARGE

### Section 1

No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharges or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

### Section 2

Progressive discipline will be practiced, commencing with verbal or written warnings for minor offenses, with written warnings or suspensions for serious offenses, and with immediate termination of employment for major offenses.

### Section 3

An employee may request presence of an Association representative as a condition for participation in an interview with the Employer where the employee reasonably believes the investigation will result in disciplinary action against them. Following such request, the Employer may either proceed with interview of the employee in the presence of an Association representative or, in its sole discretion, carry on its inquiry without such employee interview. It is up to the employee whether to proceed with the interview unaccompanied by the employee's representative or to have no interview and forego any benefits that might be derived from the interview. It is understood the Employer has no duty to bargain with the Union representative at an investigatory interview; the representative is present to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them, but the Employer is free to insist that it is only interested, at that time, in hearing the employee's own account of the matter under investigation. Final disciplinary action will not be taken prior to notification of the Association.

### Section 4

An employee, upon written request to the Human Resources Office which describes the personnel record, may at reasonable intervals review their personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act.

### Section 5

Employees may be demoted or downgraded to lower rated positions for any of the following reasons:

- A. Upon agreement of the employee and the administration.
- B. For just cause.

## ARTICLE XX - MISCELLANEOUS PROVISIONS

### Section 1

When in the course of her/his work it becomes necessary that personal automobiles be driven--including from one building to another--the employee shall be reimbursed for the use of her/his automobile according to the prevailing IRS rate. If an employee is required to punch out and return to work in a different assignment within thirty (30) minutes, the employee shall be paid up to twenty (20) minutes for travel time.

### Section 2

- A. Medical Certification as used in this Agreement means verification by a duly licensed physician, or other medical personnel acceptable to the Employer, that they performed a Medical Examination of the employee (or family member) and that the employee has the medical ability to perform their work, or that they found demonstrative symptoms substantiating the employee's inability to perform their work or otherwise substantiating the medical opinion given. The Medical Certification must include the physician's diagnosis and, for family members, the need for the employee's absence from work. Any requirement in this Agreement for Medical Certification includes medical recertification(s) whenever reasonably required by the Employer. Medical Certification(s) will (unless otherwise specifically provided) be at the employee's expense, and will be retained in the employee's confidential medical file(s) in accordance with the Family and Medical Leave Act, the Americans with Disabilities Act and other applicable law (which generally permits access by the employee's supervisor only to information regarding necessary restrictions on work or duties and necessary accommodations).
- B. Medical Examination(s) as used in this Agreement means physical and psychiatric/psychological examinations to establish or reestablish the employee's fitness, or inability, to perform their work.
- C. Any employee required by law to have a chest x-ray or tuberculin skin test, or other Medical Examination(s), must submit appropriate Medical Certification to the Human Resources Office, to be retained in the employee's confidential medical file. Any such legally required Medical Examination(s) will be provided or paid for by the Employer to the extent they are not covered by insurance. If the employee has such Medical Examination(s) at a time during which they are not otherwise paid, they will receive one (1) hour straight time pay.
- D. 1. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform his/her duties, the Employer may require the employee to undergo a Medical Examination in accordance with the provisions contained herein.

2. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties.
3. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.
4. The doctor shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform his/her duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform his/her duties.
5. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense.
6. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor.
7. The employee shall not lose pay or sick leave for work time lost during testing.
8. The employee shall receive a complete copy of all doctor's reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under section 4 above.
9. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
10. This provision is not intended to restrict any of the Employer's legal rights, including rights pursuant to Michigan's Workers' Compensation Laws.

### Section 3

The provisions of this Agreement, and the wages, hours, and terms and conditions of employment, shall be applied without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with state and federal rules,

regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.

#### Section 4

All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings.

#### Section 5

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

#### Section 6 - Youth Programs

Use of youth employees through Youth Programs shall be at the discretion of the Employer and is outside the scope of this Agreement. Use of youth employees shall not affect Twelve Month employees.

#### Section 7 - Summer Work Assignments

- A. When summer maintenance or custodial work is assigned to individuals employed by the District, it will be assigned to the most senior bargaining unit member who is qualified to perform the available work, provided the employee has made written application.
- B. Employees other than Twelve Month employees who are awarded summer work that is available shall receive the rate of pay applicable to the position and corresponding to their proper step on the wage schedule.
- C. Employees other than Twelve Month employees who are awarded summer work positions within the bargaining unit shall accrue leave days or vacation time credit up to three (3) vacation days for this supplemental work.
- D. Employees other than Twelve Month employees who wish to be considered for summer work assignments must apply in writing to the Human Resources Manager before May 15 of each year.

#### Section 8

Upon the request of the employee or Administration an employee's job description shall be reviewed by the employee and his/her supervisor to ensure accuracy annually. Clarifications to the description shall be made to the Association President and to the Superintendent (or designee). The job description shall contain a general description of duties and responsibilities and to whom the employee is responsible. No evaluations shall be conducted unless the employee's job description has been developed and given to the employee.

Section 9

Employees may use time clocks instead of submitting their working hours on a time card. Time cards will be completed for each day worked prior to leaving for the day.

Section 10 - Bargaining Unit Member Assistance

- A. The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.
- B. Upon request the administration shall provide information to bargaining unit members experiencing job-related or personal problems about appropriate outside diagnostic assistance and treatment agencies. A bargaining unit member's involvement will be completely voluntary and confidential.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2007, and shall continue in full force and effect until midnight, June 30, 2009, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days' written notice by registered mail before the end of the term of this Agreement or before the end of any annual period thereafter of its desire to terminate.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the 21<sup>st</sup> day of May, 2007.

SIGNATURES:


  
Michigan Education Support  
Personnel Association

  
Marquette Board of Education  
President

  
Michigan Education Support  
Personnel Association

  
Marquette Board of Education  
Secretary

  
Michigan Education Association

  
Marquette Area Public Schools  
Superintendent

APPENDIX A

MESPA I WAGE SCHEDULE

1. CUSTODIAL/MAINTENANCE CLASSIFICATION GROUPING

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>
BUILDING CUSTODIAN CLASSIFICATION		
1	9.47	9.66
2	10.13	10.33
3	10.67	10.88
4	11.47	11.70
5	12.26	12.51
6 to 10	13.05	13.31
11 to 15	13.97	14.24
16 to 20	14.22	14.50
21 to 25	14.59	14.88
26+	14.86	15.16
HEAD BUILDING CUSTODIAN CLASSIFICATION ASSISTANT MECHANIC CLASSIFICATION		
1	10.67	10.88
2	11.47	11.70
3	12.26	12.51
4	13.05	13.31
5	13.83	14.11
6 to 10	14.63	14.92
11 to 15	15.70	16.01
16 to 20	15.93	16.25
21 to 25	16.37	16.70
26+	16.68	17.01
DISTRICT MAINTENANCE CLASSIFICATION HEAD MECHANIC CLASSIFICATION		
1	11.86	12.10
2	12.66	12.92
3	13.44	13.71
4	14.23	14.51
5	14.99	15.29
6 to 10	16.22	16.55
11 to 15	17.33	17.67
16 to 20	17.64	18.00
21 to 25	18.17	18.53
26+	18.41	18.78

Shift Differential:   \$.30 for afternoons           \$.45 for midnights

APPENDIX A-Continued

2. BUS DRIVER CLASSIFICATION GROUPING

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>
BUS DRIVER CLASSIFICATION		
1 to 5	13.44	13.71
6 to 10	14.63	14.92
11 to 15	15.65	15.96
16 to 20	15.93	16.25
21 to 25	16.37	16.70
26+	16.68	17.01

3. COOK/KITCHEN WORKER CLASSIFICATION GROUPING

SATELLITE KITCHEN WORKER CLASSIFICATION		
1	8.69	8.86
2	9.12	9.30
3	9.47	9.66
4	9.90	10.10
5	10.27	10.47
6 to 10	11.05	11.28
11 to 15	11.84	12.08
16 to 20	12.07	12.32
21 to 25	12.39	12.64
26+	12.60	12.85

+ \$.20/hour for Supervisors of Satellite Employees

MAIN KITCHEN WORKER CLASSIFICATION		
1	9.72	9.91
2	10.19	10.40
3	10.76	10.98
4	11.31	11.53
5	11.68	11.92
6 to 10	12.30	12.55
11 to 15	13.11	13.38
16 to 20	13.37	13.63
21 to 25	13.70	13.98
26+	13.91	14.19



APPENDIX A-Continued

HEAD COOK CLASSIFICATION

1	11.47	11.70
2	11.86	12.10
3	12.26	12.51
4	13.05	13.31
5	13.83	14.11
6 to 10	14.63	14.92
11 to 15	15.70	16.01
16 to 20	15.93	16.25
21 to 25	16.37	16.70
26+	16.61	16.95

4. Step increases are based on full years of continuous service within the bargaining unit as of July 1, 2007 for the 2007/2008 contract year and as of July 1, 2008 for the 2008/2009 contract year. Step increases will occur as of July 1, 2007 and July 1, 2008 respectively.
5. Employees hired on or after March 1 remain on the first step from their date of hire through the following year (the following July 1 through June 30). Employees hired before March 1 will advance to the next step as of July 1 for the following year. Except for the first year, an employee will advance one step for each year (July 1 through June 30) during which they have performed at least 300 hours of bargaining unit work as of the indicated dates.

APPENDIX B

MARQUETTE AREA PUBLIC SCHOOLS  
GRIEVANCE REPORT

(Submit to Immediate Supervisor in duplicate)

Grievance No. \_\_\_\_\_ Date Filed \_\_\_\_\_ Distribution of form:  
Name of Grievant \_\_\_\_\_ 1. Superintendent  
Building \_\_\_\_\_ Assignment \_\_\_\_\_ 2. Immediate Supervisor  
3. Association  
4. Member

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_  
B. Date Presented Orally to, and Discussed with,  
Immediate Supervisor \_\_\_\_\_  
C.1. Facts Giving Rise to Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Articles/Sections Alleged to be Violated \_\_\_\_\_

3. Contention of Employee/MESPA \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_ Signature of Assoc. Rep. \_\_\_\_\_ Date \_\_\_\_\_

D. Received by Immediate Supervisor \_\_\_\_\_  
(signature) \_\_\_\_\_ Date \_\_\_\_\_

E. Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

(If additional space is needed attach additional sheets)

APPENDIX B (Continued)

GRIEVANCE REPORT FORM (Continued)

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP III

A. Date Submitted to Arbitration \_\_\_\_\_

B. Name of Arbitrator \_\_\_\_\_

C. Date of Hearing \_\_\_\_\_

D. Date of Arbitration Decision \_\_\_\_\_

E. Disposition & Award of Arbitrator \_\_\_\_\_

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