

**MARQUETTE AREA PUBLIC
SCHOOLS**

AND

MESPA UNIT II

MASTER AGREEMENT

2009-2012

MESPA UNIT II
and
MARQUETTE AREA PUBLIC SCHOOLS

Master Agreement
2009-2012

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ARTICLE 1 - RECOGNITION

Section 1.1

The Board hereby recognizes the Marquette Education Support Personnel Association (MESPA II) 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 II bargaining unit. The MESPA II bargaining unit shall consist of:

All full-time and regularly scheduled part-time office and clerical employees, instructional program aides, teacher assistants, teacher aides, special education aides, hall monitor aides, and noon supervisors; including those on leave, on a per diem, hourly, or class rate basis, and personnel assigned to newly created positions which are not supervisory, confidential and/or administrative in nature.

Section 1.2

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

Section 1.3

Employment Defined:

- 1.31 Full Time: An employee who is employed at least thirty (30) hours per week.
- 1.32 Part Time: An employee who is employed less than thirty (30) hours per week.
- 1.33 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.)
- 1.34 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 to be notified in writing if such limited period is expected to extend beyond twenty (20) days actually worked, and if so, the project 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 1.4

- 1.41 Days as used in this Agreement refers to working days, Monday through Friday excluding the holidays recognized by this Agreement, unless otherwise noted.

1.42 "Employer" or "Board" as used in this Agreement means the Marquette Area Public Schools District.

ARTICLE 2 - BOARD RIGHTS

Section 2.1

The Marquette Area Public Schools is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a, as amended.

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:

- 2.11 To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- 2.12 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.
- 2.13 To decide upon the means and methods of work;
- 2.14 To determine schedules and hours of work, and the duties, responsibilities, and assignments of employees with respect thereto.

Section 2.2

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 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 The Association shall have the right to use school office equipment, including typewriters, 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.
- 3.15 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.
- 3.16 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.
- 3.17 The Association shall have the opportunity to discuss upon request any new or modified fiscal budgetary policy.
- 3.18 Each year of this Agreement the Association shall be credited with a total of twenty (20) days to be used by the officers or agents of the Association. The Association may request that the Superintendent approve up to an additional five Association days per year if the original allotment of 20 days has been exhausted. If approved, those days may not be carried over to the following year. Days not used during one year may be carried over to the following year (but may not be carried beyond the term of this Agreement). Use of

Association days is at the discretion of the Association as provided herein.

- 3.181 The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.
- 3.182 The Association and the Board will alternate payment of a substitute employee. The Association will indemnify the Board for any even numbered days.
- 3.183 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.
- 3.19 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.
- 3.20 The Employer agrees that supervisors or other non-unit individuals employed by the District shall not be used at any time to displace employees regularly employed in the bargaining unit except in emergencies or when Association employees are not readily available. It is understood an earnest effort will be made by the District to obtain bargaining unit employees for such work prior to use of District employees who are not members of the bargaining unit.
- 3.21 The Employer agrees to furnish to the Association 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 within ten (10) working days.
- 3.22 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 4 - AGENCY SHOP; DEDUCTION OF DUES AND
SERVICE FEES; PAYROLL DEDUCTIONS

Section 4.1 - Agency Shop; Deduction of Dues and Service Fees

- 4.11 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.

- 4.12 Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- 4.13 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.
- 4.14 Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fees 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.
- 4.15 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.
- 4.16 Termination Procedure. The procedure in all cases of termination of employment for violation of this Article shall be as follows:
- 4.161 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.
- 4.162 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.
- 4.163 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.
- 4.164 In the event of legal compliance at any time prior to termination of employment, the request for termination will be withdrawn.

4.17 Payroll Deduction. Upon written authorization by a bargaining unit member, or pursuant to paragraph 4.14, the Employer will deduct the appropriate amount of the dues or the 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 4.14, and continuing through the last pay period in June of each year. Money so deducted will be transmitted to the treasurer of the Marquette Education Support Personnel Association (MESPA II), or its designee, no later than ten (10) days following each deduction.

4.18 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 4.2 - Payroll Deductions

4.21 Upon appropriate written authorization from the bargaining unit members, the Employer shall, to the extent permitted by law, deduct from the salary 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.

4.22 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 4.3 - Period of Enrollment

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

Section 4.4

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

Section 4.5

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

ARTICLE 5 - EMPLOYEES' RIGHTS AND RESPONSIBILITIES

Section 5.1

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 employees with respect to hours, wages, or any terms or conditions of employment due to membership in, or activities on behalf of, the Association.

Section 5.2

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

Section 5.3

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 activity to perform his job; i.e., criminal activity, etc.

Section 5.4 - Bargaining Unit Member Self-Improvement

5.41 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.

5.42 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.

5.43 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 Employer, shall receive full reimbursement from the Employer for tuition, books, and supplies. To receive reimbursement, the course must be approved in advance by the Employer.

Section 5.5

Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Employer within the legal limits of its liability insurance will provide the employee with legal counsel of the Employer's choosing to advise the employee of his rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. Necessary time off work will be considered worker's compensation.

Section 5.6

5.61 It is the individual employee's responsibility to notify their immediate supervisor of the intended absence as soon as the need becomes apparent. Whenever possible, the employee shall notify their immediate supervisor 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.

5.62 In order to qualify for sick leave the employee may be required to furnish Medical Certification: (1) for continued or extended illness of more than three (3) days, (2) where the employee has accumulated three (3) sick leave occurrences in the same school year (excluding prescheduled appointments and sick leave where Medical Certification has already been provided), or (3) where the Employer has a reasonable basis for believing the employee has given false reasons for an absence.

Section 5.7

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 5.8

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.

ARTICLE 6 - WORKING CONDITIONS

Section 6.1 - Work Year, Work Week, Work Day

- 6.11 The normal work year for School Term employees shall be in accordance with the school calendar plus paid holidays. The normal work year for Ten Month employees shall be in accordance with the school calendar, plus paid holidays, plus ten (10) work days before and ten work days after the school year. The periods prior to the start of school and following the end of school may be adjusted by mutual agreement of the building principal and the affected employee. The normal work year for Twelve Month employees is July 1 through June 30. This Section shall not be construed as a guarantee of work time.
- 6.12 Unless otherwise posted: the normal work week for all regular Full Time employees will be five (5) consecutive days, and the normal work week for all regular Part Time employees will be five (5) consecutive days when classes are in session.
- 6.13 The regular working day for Full Time employees shall consist of at least six (6) hours per day plus a duty free, unpaid lunch period of thirty (30) minutes' duration (unless otherwise agreed with the employee). Staggered lunch periods may be provided in buildings with more than one (1) employee in each classification.
- 6.14 All full-time employees working six (6) hours or more will be entitled to two (2) fifteen (15) minute relief times. All employees working at least three (3) hours but less than six (6) hours may take one (1) fifteen (15) minute relief time.
- 6.15 Employees working four (4) or more consecutive overtime hours will be entitled to a fifteen (15) minute paid relief time for every four (4) such hours worked. Immediate supervisor will determine employees' scheduled paid relief times.
- 6.16 Overtime will be divided among qualified bargaining unit members of each classification and building 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:

6.161 The overtime will be offered to the most senior qualified bargaining unit member(s) in the classification in the building. So long as there are sufficient qualified employees who are readily available to perform the work, the Employer will not require employees to perform the work if they indicate they prefer not to work the overtime. Should employees be required to work overtime, however, the Employer will make a good faith effort to require the least senior available qualified employee(s) to perform the work.

The Board and the Union agree that the definition of "Qualified" is that the employee will possess all of the minimum requirements listed on the District's job posting for any vacancy. They also will be in compliance with present State and Federal Laws in regard to required licenses, endorsements, certificates, and required continuing education certifications, re-certifications and new training requirements to remain "Qualified" for their positions and that this definition of "Qualified" pertains to Section 6.161.

6.162 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.

6.163 Nothing in this Agreement shall be construed as limiting the Employer's right to require employees to work reasonable overtime or to require the Employer to assign employees at overtime rates when employees are available to work at straight time rates, nor shall it be construed as guaranteeing that there will be overtime work available. However, it is understood that, where the work is a continuation of work then being performed by an employee, the employee who is working in the job where the overtime arises, at the time the overtime arises, will normally be entitled to work the overtime regardless of whether it is at the overtime or straight time rate.

6.17 Should an employee be absent for more than two (2) 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. The Employer under normal circumstances will provide a sub in buildings with one secretary.

6.18 Act of God Days

6.181 "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.

6.182 When school is cancelled due to an Act of God Day, employees shall not report for work unless otherwise directed.

6.183 An Act of God Day that is rescheduled shall be made up by School Term and Ten Month employees and they will be paid when they perform such work.

6.184 When school has been cancelled due to an Act of God Day which will not be rescheduled, School Term, Ten Month and Twelve Month employees who would have worked on such Act of God Day will (to the extent not otherwise paid) receive pay for two (2) such unworked days based upon the hours they would have worked on such Act of God Day (provided the State of Michigan has counted such days as days of pupil instruction which need not be made up).

6.185 School Term and Ten Month 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 6.184 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.

6.1861 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 6.184 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 6.1862 below) between the end of

the school year and the start of the week prior to the following school year.

- 6.1862 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 6.2 - Working Conditions

- 6.21 In accordance with the Tobacco-Free Schools Law, the Marquette Area Public Schools' 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.
- 6.22 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.
- 6.23 The Employer shall provide designated rest areas, lounges, and restrooms for employee use.
- 6.24 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 by providing the employee the support that is needed to remedy the situation, provided the employee has followed appropriate procedures as stated in the Marquette Area Public Schools Discipline Regulations. The Employer will work with the Union to provide continuous training in this area.
- 6.251 For the 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.
- 6.252 If within the life of this Agreement the Employer or Association seek 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 acceptable resolution.

- 6.26 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.
- 6.27 The Employer shall provide without cost to the employee the following:
- 6.271 Approved first aid kits and materials in designated areas. The Board will provide a lockable container, cabinet or other space for medications.
 - 6.272 Adequate and approved safety equipment as required by state and federal safety rules and regulations.
 - 6.273 Reimbursement for the renewal of a required chauffeur's license after the first year of employment.

ARTICLE 7 - VACANCIES, TRANSFERS, AND PROMOTIONS

Section 7.1 - Vacancies

- 7.11 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.)
- 7.12 All vacancies shall be posted in all buildings for a period of ten (10) work days. Notices will be sent to all buildings the same day. A copy of the posting will be provided to the Association by the first day of the posting. Said posting shall state that it is a MESPA II bargaining position and 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 ten (10) day posting period.

7.13 Vacancies shall be filled as follows:

7.131 Vacancies will be filled on the basis of seniority, qualifications, skill and ability. While applications from external applicants may be solicited at the same time, bargaining unit applicants will be considered prior to hiring from the outside. 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.

The Board and the Union agree that the definition of "Qualified" is that the employee will possess all of the minimum requirements listed on the District's job posting for any vacancy. They also will be in compliance with present State and Federal Laws in regard to required licenses, endorsements, certificates, and required continuing education certifications, re-certifications and new training requirements to remain "Qualified" for their positions and that this definition of "Qualified" pertains to Section 7.131, 7.16, 7.21, and 7.34.

7.132 Any position which is vacant (as defined in Section 7.11) and not posted cannot be filled by a substitute for more than twenty-nine (29) work days.

7.141 Employees will be considered to be on probationary status during the first thirty (30) workdays in the new position. During that period they will be expected to demonstrate their ability to perform the duties of the position.

7.142 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.

7.15 For purposes of this Article, seniority will be measured as the length of continuous and regular employment within the bargaining unit irrespective of the classification in which worked.

7.16 Within ten (10) days after expiration of the posting period, if there are successful applicants the Employer will advise the successful applicant and the Association of the applicant selected to fill the position. The Employer will

notify the Association if it believes there are no qualified bargaining unit applicants. Additionally, it shall be the responsibility of the Employer to notify unsuccessful bargaining unit applicants.

Section 7.2 - Promotion

- 7.21 The District subscribes to a policy of promoting from within the bargaining unit unless the Employer has established that a non-bargaining unit applicant has greater qualifications, skill or ability than the bargaining unit applicant. While employees are generally expected to have the necessary qualifications, skill, and ability prior to promotion, the Employer will provide reasonable assistance for promoted employees to familiarize them with the particular duties of the specific job.
- 7.22 When the position which is being promoted is currently held by an employee, it shall not be posted.

Section 7.3 - Transfers

- 7.31 Transfers shall be defined as a reassignment to a job within the same job classification and not to higher or lower rated positions. It is understood that the process during the summer of assignment/placement of aides to meet program and student needs for the following school year shall be subject to the following procedure below:
1. Employee transfers will be made by seniority and by the employee's "Appendix C MESPA II Position Preference Form" on file. Employees may file or update their individual form in the Central Office by the last day of each school year.
 2. During the summer, if the employee cannot be reached by the District to serve notice of a pending transfer of assignment / placement, the District will serve notice of transfer to the President of the Association prior to execution.

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 no less than five (5) working days prior to execution. An employee may discuss any transfer with their building principal and a member of the Central Office Staff.

- 7.32 Where an employee declines a voluntary transfer, he/she shall not be disqualified from accepting transfers in the future.
- 7.33 Employees will be considered to be on probationary status for thirty (30) workdays in the new position. During that period they will be expected to demonstrate their ability to perform the duties of the new position. For voluntary transfers, if the employee is not retained in the new

transfers, 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.

7.34 When a transfer is being considered, the Employer will meet with the Association (and the affected employee) to discuss the reason for, and implementation of, the transfer. Unless otherwise agreed, in the case of an involuntary transfer where two (2) or more employees are being considered for transfer, the least senior qualified employee will be transferred.

7.35 Voluntary Transfers

7.351 Transfers of employees are to be minimized.

7.352 Employees will not normally be transferred more than once during any school year (July through June).

7.36 Involuntary Transfers

It is understood and agreed that involuntary transfers will not be arbitrary or capricious. Involuntary transfers may be made if one or more of the following occur:

7.361 When a district need has been identified.

7.362 When continued presence in the present position would be injurious to the employee's health.

7.363 When a reduction in staffing becomes necessary within a job classification.

7.364 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.

ARTICLE 8 - SENIORITY

Section 8.1

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 1020 or more hours of employment. (If the employee is paid at least 1020 straight time hours during the year, July 1 through June 30, they will receive one year of seniority; if the employee is paid less than 1020 straight time hours during the year, their seniority is prorated. For example, an employee paid 510 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 (1) classification is transferable to all classifications.

Section 8.2

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) or less hours per week will be considered as 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 II bargaining unit member but will be retroactive to the first day of work as a probationary bargaining unit member (the "Date of Hire"). Seniority will be accumulated from the Date of Hire as provided in Section 8.1 above. There will be no seniority for probationary employees. At such time as seniority will be used (such as for layoff/recall, posting for vacancies, etc.), if two (or more) employees have the same seniority, but one has an earlier Date of Hire, the employee with the earlier Date of Hire will be considered to have greater seniority. If two (or more) employees continue to have the same seniority, all individuals affected will participate in a drawing to determine their relative positions on the seniority list.

Section 8.3

The Employer shall prepare and maintain a seniority list which will include each employee's Date of Hire, seniority (as calculated in Section 1 above) and the classification(s) in which they are working. There shall be one (1) seniority list on which all employees of this unit shall be placed irrespective of classification. The seniority list shall be prepared and posted at a place designated by the Administration of the District by the last day in September. Only one (1) place shall be so designated in each building. A copy of such, and revisions, will be furnished to the Association President.

Section 8.4

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 Office in writing. The revisions list shall be posted by October 31.

Section 8.5

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

8.51 Resignation or retirement.

- 8.52 Discharge for just cause. See Article 19 (Discipline, Demotion and Discharge).
- 8.53 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.
- 8.54 Absence from work for more than three (3) days without notifying the Employer.
- 8.55 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, but not to exceed three (3) years.
- 8.56 Failure to return to work as scheduled upon expiration or termination of an approved leave of absence.
- 8.57 Exceptions to the above may be made in the discretion of the Employer.

ARTICLE 9 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

Section 9.1

- 9.11 Layoff shall be defined as necessary reduction in the work force.
- 9.12 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. In the event of layoff the Employer will first lay off probationary bargaining unit members, then the least senior bargaining unit members, as provided below. New employees will not be hired while there are laid off bargaining unit members (with the necessary qualifications, skill and ability) willing and able to fill a vacant or newly created bargaining unit position.
- 9.13 Bargaining unit members whose positions have been eliminated due to reduction in the work force or who have been affected by a layoff/elimination of position shall assume positions as mutually agreed by the Administration and the Association. The affected employees shall have input into the decision.
- 9.14 If the Administration and Association cannot agree, so long as the remaining employees have the necessary qualifications, skill and ability to perform all remaining work:

- 9.141 The Employer will notify affected probationary and non-probationary bargaining unit members of the pending layoff.
- 9.142 The Employer will first lay off (or reduce the hours of) probationary bargaining unit member(s) working in the classification.
- 9.143 The Employer will thereafter layoff (or reduce the hours of) the least senior non-probationary bargaining unit member(s) working in the classification.
- 9.144 Non-probationary bargaining unit members who would be laid off or have their hours reduced two and one-half (2 ½) or more hours per week may thereafter bump into a classification in the same (or a lower paid) Class held by a bargaining unit member with less seniority. If an employee possesses the necessary qualifications, skill and ability to fill a classification in a higher paid Class, the employee will be considered for the classification. A twenty (20) day probationary period may be utilized to permit the employee to demonstrate their ability to perform the specific duties of the position.

The Board and the Union agree that the definition of "Qualified" is that the employee will possess all of the minimum requirements listed on the District's job posting for any vacancy. They also will be in compliance with present State and Federal Laws in regard to required licenses, endorsements, certificates, and required continuing education certifications, re-certifications and new training requirements to remain "Qualified" for their positions and that this definition of "Qualified" pertains to Sections 9.12, 9.14, 9.144, 9.15, 9.41, and 9.42.

- 9.145 Any bargaining unit member displaced by the bumping procedure set forth in subsection 9.144 above, and with the necessary seniority, may similarly bump into a classification held by a bargaining unit member with less seniority until a vacant position exists or the last person bumped would be laid off.
- 9.15 Any bargaining unit member who has served more than forty (40) days in a classification will be deemed qualified for any position in that classification or any lesser paid classification unless the Employer can establish that the employee lacks the necessary qualifications, skill and/or ability.
- 9.16 In the event of a layoff, the Employer and the Association may mutually agree to allow the individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the

Association, bargaining unit members may, at their option, without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.

Section 9.2 - Individual Agreement

If such an agreement is reached, the following form shall be used:

Individual Agreement

The undersigned hereby agrees to waive his 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 9.3

A laid off bargaining unit member shall, upon application and at his option, be granted priority status on the substitute list according to his 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 9.4

9.41 Laid off bargaining unit members shall be recalled in order of seniority, with the most senior member(s) recalled first to any position in their classification for which they qualify. In a similar manner to layoff, a non-probationary bargaining unit member with the necessary qualifications, skill and ability may elect recall into a different position in the same Class or in a lower paid Class. To be eligible for such recall in a different classification the employee

must notify the Employer at the time of layoff, in writing, that they desire such recall in a different classification should the opportunity become available.

9.42 Notices of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to their current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work or confirm they will report to work as scheduled. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work. The Superintendent or Assistant Superintendent(s) may grant a five (5) day extension to an employee because of illness, necessary travel time or for leaving another job. Bargaining unit members recalled to work (same number of hours as previously worked) for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he is qualified shall forfeit his seniority rights and benefits.

9.43 Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.

Section 9.5

For the purpose of this Article, classifications shall be as listed in Appendix A.

ARTICLE 10 - WORK DUTIES AND COMPENSATION

Section 10.1

The minimum hourly rates for bargaining unit members are set forth in Appendix A (Wage Schedule).

Section 10.2

Bargaining unit members shall be granted outside experience credit as follows:

10.21 Two (2) years of college in an area that is appropriate to this bargaining unit's coverage equals one (1) step on the Wage Schedule.

10.22 Three (3) years or more of college in an area that is appropriate to this bargaining unit's coverage equals two (2) steps of the Wage Schedule.

10.23 Past experience in another school district as a paid employee in a position that is similar to the positions covered by this unit: One (1) year experience equals one

(1) step on the Wage Schedule. Two (2) or more years experience equals two (2) steps on the Wage Schedule.

10.24 In no event shall a person be granted more than three (3) steps of credit on the Wage Schedule.

10.25 The Association President shall be notified when a person is being given outside credit on the Wage Schedule including the number of steps given and the specific reason for such credit.

Section 10.3

The following conditions shall apply:

10.311 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.

10.312 To the extent hours are compensated for at overtime or premium rates under one provision of this Agreement, 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, and paid at the time and one-half rate, will accordingly not be included as hours worked for purposes of daily overtime. Unworked hours for which the employee would have been scheduled, however, had it not been a holiday, will be treated as hours actually worked for the purpose of calculating time worked in excess of forty (40) hours per week.

10.32 If a secretarial employee is directed by their supervisor to make or receive telephone calls outside of their normal work day, they will be compensated at their applicable straight time or overtime rate for time spent in receiving and making such calls.

10.33 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.

ARTICLE 11 - VACATIONS

Section 11.1

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 11.2

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.

Section 11.3

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

Section 11.4

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

Section 11.5

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 will submit written vacation requests at least ten (10) 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 11.6

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 11.7

A vacation may not be waived by an employee for the purpose of receiving extra pay for working during that period. If an employee does waive vacation time, he/she shall not receive any extra pay for working during that period.

Section 11.8

Vacation days cannot be used in advance of earning same.

Section 11.9

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 11.10

A month worked is one in which an employee has worked a minimum of twelve (12) days. (For purposes of this Article only, a day on which an employee is on approved paid leave shall be considered a day worked.)

ARTICLE 12 - HOLIDAYS

Section 12.1

Twelve Month employees regularly scheduled to work 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 |
| 3. Thanksgiving Day | Easter Monday |
| 4. Friday after Thanksgiving | (as designated by the |
| 5. Christmas Eve Day | District) |
| 6. Christmas Day | 10. Memorial Day |
| 7. New Year's Eve Day | |

Section 12.2

Ten Month employees 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 |
| 2. Thanksgiving Day | Easter Monday |
| 3. Friday after Thanksgiving | (as designated by the |
| 4. Christmas Eve Day | District) |
| 5. Christmas Day | 9. Memorial Day |
| 6. New Year's Eve Day | |
| 7. New Year's Day | |

Employees shall qualify for holidays following successful completion of their probationary period.

Section 12.3

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

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

*Labor Day is only a paid holiday for employees that work any days prior to Labor Day.

Employees shall qualify for holidays following successful completion of their probationary period.

Section 12.4

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 a paid approved leave day. Pay shall be for the regularly scheduled hours of each employee and shall not include overtime hours. During the school year, School Term employees shall follow the same calendar as teachers and shall receive a copy of the school calendar upon request.

Section 12.5

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 12.6

If an employee works, as scheduled by the Employer, on a holiday listed above (Section 12.1 for Twelve Month employees, Section 12.2 for Ten Month employees and Section 12.3 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 12.7

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 13 - LEAVES OF ABSENCE

Section 13.1 - Paid Leaves

13.11 Sick Leave

13.111 The Employer shall furnish each employee with a written statement of accumulated sick leave at the beginning of each school year. Employees will accumulate one (1) Paid Sick Leave day for each month worked. Paid Sick Leave will be accumulated and used 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). While use of

Paid Sick Leave may be in full hour increments, scheduling (where possible) is subject to the needs of the District. Paid Sick Leave may accumulate to a maximum of one thousand eight hundred (1800) hours.

13.112 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, stepchild or any person who lives in the immediate household. Association members may request use of Paid Sick Leave for illness of brother of spouse, sister of spouse, step-mother and step-father through the Superintendent or designee. Such

requests must be made in writing normally at least two working days prior to use. As provided in Article 21 Section 21.2, 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.

13.113 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 (or until they are no longer eligible for benefits pursuant to such compensable benefit program, if earlier).

13.12 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, current spouse, parent of current spouse, brother of current spouse, sister of current spouse, brother, sister, child, stepchild, current step-mother, current step-father, current son-in-law, current daughter-in-law, or any person who lives in the immediate household. Two (2) additional days may be granted by the Superintendent, deducted from employee's sick leave, upon request, as needed.

13.13 Personal Leave

13.131 Over the life of this Agreement Twelve Month, Ten Month and School Term employees shall have two (2) days per school year for personal leave. Hours per day will be based upon posted hours for the employee's position. For purposes 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. During a period of two (2) days before or two (2) days after a recess, or during the first two (2) weeks or last two (2) weeks of the school year, personal leave will not be allowed without prior approval of the employee's immediate supervisor. Not more than 10 percent (10%) 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

for any given day. If the employee does not use such days, the employee shall have the following options at the end of the Agreement term:

13.1311 To have such days added to the employee's accumulated sick leave; or

13.1312 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.

13.132 While eligible employees accrue two Personal Leave days per year of the Agreement they may use such days prior to accrual (for example, they could use all six days during the first year of a three year Agreement) so long as they agree to reimburse the District, by payroll deduction or otherwise, for any such days used but not accrued as of the date of termination of their employment. If other arrangements acceptable to the District have not been made, and without restriction on the District's right to collect any amount not paid in full, any amount owing at the time of termination of employment may be withheld by the District through payroll deduction.

13.14 Maternity Leave

13.141 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 due to continued disability.

13.142 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 assignments and duties.

13.15 Sick Leave Freeze. An employee will be allowed to freeze their sick leave in order to collect under other insurance plans. Once the employee has taken a freeze, they can't use a different option for the same disability.

13.16 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 wages for their normal scheduled hours. An employee shall sign his jury pay over to the public schools and then receive full pay.

13.17 Witness Leave. An employee called to testify as a witness on behalf of the school district shall be paid for time lost based upon their regular wages for their normal scheduled hours. However, the employee shall be expected to reimburse the District for any remuneration provided by the court system for serving as a witness, in exchange for their regular pay, if the employee chooses their regular pay.

13.18 Lice, Scabies or Pinkeye Leave. An employee who contracts lice, scabies or pinkeye as a result of their work shall be reimbursed for necessary time off for the purpose of a doctor's appointment if diagnosis results in the employee having lice, scabies, or pink eye.

Section 13.2 - Unpaid Leaves

13.21 General Leave

13.211 A General Leave of absence without pay or benefits for up to one (1) year may be granted by the Employer. During unpaid General Leaves of thirty (30) days' or more duration seniority shall be frozen.

13.212 Requests for General Leave must be in writing and shall include the reason for the leave along with the required beginning and ending dates of said leave.

13.213 Upon return from leave: For General Leaves of six (6) months or less, the employee will be reinstated to the same position they held when the leave began (or, if the leave continues during the summer between school years, to the position to which they would have been assigned/placed for the school year); for General Leaves of over six (6) months, 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).

13.22 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:

- 13.221 Temporary return to work, full duties, (part-time or full-time) during such period, 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.
 - 13.222 Work classified as "favored work" or "light duty" will neither be deemed an interruption of the 18 consecutive months nor be added to the 18 month period.
 - 13.223 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.
 - 13.224 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.
 - 13.225 Upon such termination of employment the employee's accumulated paid sick leave may be paid in accordance with Article 14, Sections 14.2.
- 13.23 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 13.21 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 (1) additional month of fringe benefits according to the Insurance article.
- 13.24 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.

13.25 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.

13.26 Discretionary Leave. At the discretion of the Superintendent or Designee, an employee may take up to fifteen (15) unpaid days off without taking a formal leave of absence. The employee shall request unpaid days off at least five (5) days in advance of commencement of the requested leave.

ARTICLE 14 - RETIREMENT, DISABILITY, AND DEATH BENEFITS

Section 14.1

14.11 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 be paid 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.

14.12 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 14.2 - Terminal Pay

14.21 Terminal leave pay will be computed as 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.

14.22 For employees who have a minimum of ten (10) years of satisfactory service and actually retire under the Michigan Public School Employees Retirement Act, the District shall pay terminal leave as computed above for two years rather than one year. The first payment will be made in January following the end of the school year (July 1/June 30) in which the employee retires, with the remaining payment being made the following January.

Section 14.3 - Resignation

When an employee desires to terminate his 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 15 - INSURANCE

Section 15.1 - FULL TIME CLASS C AND D EMPLOYEES

Health benefits for employees hired on or before June 30, 2006 (Class C and D: Full Time = 35 posted hours per week), provided the employee has completed his/her contractual year, are as follows:

15.11 MESSA PAK A:

15.111 Health: Choices II with \$10/20 RX
\$300/\$600 In-network Deductible
Co-Pays: \$20 Office Visit/\$25 Urgent Care/\$50 ER
(includes \$5,000 Life Insurance)
Dental: Delta Dental 90/90/80/80
Vision: VSP 3 Plus
Life: \$40,000 plus AD&D

15.112 Amounts the Full Time employee will contribute toward monthly premiums:

Single: 20% of the actual premium monthly
Two Person: 20% of the actual premium monthly
Family: 20% of the actual premium monthly

For each school year, eligible Full Time employees will contribute twelve (12) months, July through June

15.12 MESSA PAK B:

Full Time employees not choosing hospitalization as provided by MESSA PAK A may elect MESSA PAK B. Full Time employees will pay 20% of the actual premium monthly.

15.121 Dental: Delta Dental 90/90/80/80
Vision: VSP 3 Plus
Life: \$45,000 plus AD&D
Cash in Lieu: \$2,000

15.122 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.

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

15.13 Signing Bonus

Twelve (12) month employees enrolled in Pak A as of October 1, 2011 will receive the below listed one-time only Signing Bonus in 2011-2012 only, as a transition to the new payment plan:

Family Plan Employee one-time payment: \$756.00

Section 15.2 PART TIME CLASS C AND D EMPLOYEES

Part Time employees hired on or before June 30, 2006 (Class C and D: Part Time = 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 provided the employee has completed his/her contractual year, are outlined below:

15.21 MESSA PAK A, PART TIME:

15.211 Health: Choices II with \$10/20 RX
\$300/\$600 In-network Deductible
Co-Pays: \$20 Office Visit/\$25 Urgent Care/\$50 ER
(includes \$5,000 Life Insurance)
Dental: Delta Dental 90/90/80/80
Vision: VSP 3 Plus
Life: \$40,000 plus AD&D

15.212 Amounts the Part Time employee will contribute toward monthly premiums:

Single: 20% of the actual premium monthly plus prorated amount

Two Person: 20% of the actual premium monthly plus prorated amount

Family: 20% of the actual premium monthly plus prorated amount

For each school year, eligible Part Time employees will contribute twelve (12) months, July through June.

15.22 MESSA PAK B, PART TIME:

Part Time employees not choosing hospitalization as provided by MESSA PAK A may elect MESSA PAK B. Employees will pay 20% of the actual premium plus the proration. The Board agrees to pay a prorated portion of the premium as follows:

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

15.222 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 15.3 - FULL TIME CLASS A AND CLASS B EMPLOYEES

The Board will contribute towards the monthly premium for employee only single coverage for eligible Class A and Class B employees (Full Time = 30 posted hours per week) hired on or before June 30, 2006, as follows:

15.32 NON PAK HEALTH, SINGLE COVERAGE (BUNDLE A):

15.321 Health: Choices II with \$10/20 RX
\$300/\$600 In-network Deductible
Co-Pays: \$20 Office Visit/\$25 Urgent Care/\$50 ER
(includes \$5,000 Life Insurance)
Family Dental: Delta Dental 90/90/80/80
Family Vision: VSP 3 Plus
Life: \$40,000 plus AD&D

15.322 Employees may increase coverage to include one dependent or full family through payroll deduction at the employee's expense.

15.323 Amounts the Full Time employee will contribute toward monthly premiums:

Single: 20% of the actual premium monthly

Eligible Full Time employees will contribute twelve (12) months, July through June.

15.33 MESSA BUNDLE B:

Full Time employees not choosing hospitalization as provided by MESSA BUNDLE A may elect MESSA BUNDLE B. Full Time employees will pay 20% of the actual premium monthly.

15.331 Family Dental: Delta Dental 90/90/80/80
Family Vision: VSP 3 Plus
Life: \$45,000 plus AD&D
Cash in Lieu: \$2,000

15.332 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.

Each Full Time employee electing MESSA BUNDLE B will receive an increase to \$3,200.00 in cash, if at least 20% of eligible MESPA II members have elected MESSA BUNDLE B benefits by the end of the open enrollment period which is effective October 1st annually.

Section 15.4 - PART TIME CLASS A AND CLASS B EMPLOYEES

Health benefits for employees hired on or before June 30, 2006 (Class A and B: Part Time = at least 25 posted hours per week but less than 30 posted hours), provided the employee has completed his/her contractual year, are as follows:

15.41 NON PAK HEALTH, SINGLE COVERAGE:

15.411 Health: Choices II with \$10/20 RX
\$300/\$600 In-network Deductible
Co-Pays: \$20 Office Visit/\$25 Urgent Care/\$50 ER
(includes \$5,000 Life Insurance)

15.412 Employees may increase coverage to include one dependent or full family through payroll deduction at the employee's expense.

15.413 Amounts the Part Time employee will contribute toward monthly premiums:

Single: 20% of the actual premium monthly plus prorated amount

For each school year, eligible Part Time employees will contribute twelve (12) months, July through June.

Section 15.5 - NEW EMPLOYEES, ALL CLASSES A, B, C, D

15.51 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.

15.52 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-five (35) posted hours per week.

15.53 For New Employees eligible for benefits, the Board will contribute toward the monthly premium for employee only (single) coverage.

15.531 Health: Choices II with \$10/20 RX
\$300/\$600 In-network Deductible
Co-Pays: \$20 Office Visit/\$25 Urgent Care/\$50 ER
(includes \$5,000 Life Insurance)

Dental
Vision
Life

15.532 Amounts the New Employee will contribute toward monthly premiums:

Single: 20% of the actual premium monthly

15.533 New Employees may increase coverage to include one dependent or full family through payroll deduction at the employee's expense.

15.534 Months the board will contribute toward monthly premiums of Part Time and Full Time New Employees:
12 months coverage (July through June)

Section 15.6 ALL EMPLOYEES ELIGIBLE FOR BENEFITS

15.61 Subsequent Years of Contract:
Any increase in premiums effective on or after July 1, 2011 shall be shared as follows: District pays 80%, MESPA II pays 20%.

15.62 Premium co-pays will be made by payroll deduction on nineteen (19) payroll deductions during the school year between October and June.

15.63 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.

15.64 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.

Section 15.7 - 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 15.8 - Discretionary Fringe Benefit Extension

For an employee who becomes ill or disabled the Board may, in its sole discretion, provide, without cost to the employee, the fringe benefits which they are presently receiving for up to twelve (12) months.

Section 15.9 - Termination of Benefits

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 paid through August.

Section 15.10 - Open Enrollment

An open enrollment period shall be established each year in September.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 - 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 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 16.2 - Procedure

16.21 STEP ONE

16.211 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 7). (The Grievance Form is set forth in Appendix B.)

- 16.212 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.
- 16.213 If the grievance is accelerated to the Superintendent or his designated representative, Step Two becomes the next step in the procedure.

16.22 STEP TWO

- 16.221 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 present 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.
- 16.222 The Superintendent or his designated representative shall give the MESPA representative an answer in writing no later than ten (10) working 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.

16.23 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 ten (10) working days from the date of the decision provided for in Step Two or July 1, whichever is earliest.

Section 16.3 - 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.

- 16.31 He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 16.32 He shall have no power to establish wage scales or change any wages.
- 16.33 He shall have no power to rule on any of the following:
- 16.331 The termination of services of, or failure to re-employ any probationary employee.
 - 16.332 Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - 16.333 Any alleged violation of law including those laws referred to in this Agreement.
- 16.34 He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that 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.
- 16.35 He shall have no power to decide any questions 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.
- 16.36 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the questions 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.
- 16.37 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.
- 16.38 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.

Section 16.4

If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, 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 him and his record cleared of any reference to this action.

Section 16.5

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.

Section 16.6

Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.

Section 16.7

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.

Section 16.8

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 members personnel file in accordance with the Bullard-Plawecki Employee Right To Know Act and the Public Employment Relations Act. Other than for the Superintendent, Assistant Superintendent(s) or Human Resources Manager, the employee's personnel file will contain a log of the name and date of individuals reviewing such files.

Section 16.9

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.

ARTICLE 17 - NEGOTIATIONS PROCEDURES

Section 17.1

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

Section 17.2

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 the request of either party.

Section 17.3

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 17.4

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

Section 17.5

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 18 - EVALUATION

Section 18.1

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 18.2

Employees will be evaluated at least annually (at least every other year for employees with three or more years seniority). Employees shall receive copies when evaluated.

Section 18.3

No material upon which discipline may be based, 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. When such material is to be

placed in an employee's file, the affected employee shall sign such material following review, such signature to be understood to indicate awareness of the material, but not to be interpreted to mean agreement with the content of the material unless otherwise specifically indicated. The employee may submit a written response to such material which will be attached to the file copy of the material in question. If the employee does not come in to the Human Resources Office to sign such materials within three (3) days after being so notified, the Employer may mail a copy of such materials to the employee and the Association, and may thereafter place the materials in the employee's personnel file. 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 18.4

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 19 - DISCIPLINE, DEMOTION AND DISCHARGE

Section 19.1

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 19.2

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. Where appropriate the Employer shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.

Section 19.3

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 19.4

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

19.41 Upon agreement of the employee and the Administration.

19.42 For just cause.

Section 19.5

By way of illustration, but not of limitation, the following are just cause for discharge:

19.51 Violation of published school district policy.

19.52 Disorderly conduct while on duty.

19.53 Willful neglect or destruction of school district property.

19.54 Theft or attempted theft of property from the district, its staff, its students, or employees.

19.55 Working under the influence of alcohol or other behavior-altering substances.

19.56 Falsification of information on job application, time records, or other school district records.

19.57 Incompetence.

ARTICLE 20 - BARGAINING UNIT MEMBER ASSISTANCE

Section 20.1

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.

Section 20.2

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 21 - MISCELLANEOUS PROVISIONS

Section 21.1

When in the course of his work, it becomes necessary that a personal automobile be driven--including from one building to another--the employee shall be reimbursed for the use of his automobile according to the prevailing IRS rate.

Section 21.2

21.21 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).

21.22 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.

21.23 Any employee required by law to have a chest x-ray 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. Upon request, employees will be given up to one tuberculin skin test per year, paid for by the Employer to the extent not covered by insurance, whether or not such test is legally required.

- 21.241 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.
- 21.242 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.
- 21.243 The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.
- 21.244 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.
- 21.245 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.
- 21.246 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.
- 21.247 The employee shall not lose pay or sick leave for work time lost during testing.
- 21.248 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 21.244 above.
- 21.249 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.

21.2410 This provision is not intended to restrict any of the Employer's legal rights, including rights pursuant to Michigan's Workers' Compensation Laws.

Section 21.3

The provisions of this Agreement, and the wages, hours, 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 21.4

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 21.5

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 21.6 - 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 result in the displacement of bargaining unit employees.

Section 21.7 - Summer Work Assignments

21.71 When summer 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.

21.72 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 salary schedule.

21.73 Employees other than Twelve Month employees who are awarded summer work positions within the bargaining unit shall accrue pro rata vacation time.

21.74 Employees other than Twelve Month employees who wish to be considered for summer work assignments, must apply in writing to the Human Resources Office before May 15 of each year.

Section 21.8

Upon request of the employee or Administration an employee's job description shall be reviewed by the employee and his supervisor to ensure accuracy annually. Clarifications to the description shall be made to the Association President and to the Superintendent (or, if designated, to the Assistant Superintendent(s) or Human Resources Office). The job description shall contain at a minimum 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. Any changes in the current job description will be discussed with the Union president and the affected employee(s).

Section 21.9

When a new job is created within the bargaining unit the Employer will notify the Association of the classification and hourly rate prior to its becoming effective. In the event the Association does not agree that the classification and rate are proper, such classification and rate shall be subject to negotiation and, if agreement is not reached, the Employer may institute such proposed classification and rate but reasonableness of the rate may be submitted directly to Step 2 of the Grievance Procedure.

ARTICLE 22 - DURATION OF AGREEMENT


This Agreement shall continue in full force and effect from July 1, 2009, through June 30, 2012, 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 or certified 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 30 day of August, 2011.

Signatures:




Marquette Education Support
Personnel Association II



Marquette Board of Education
President



Michigan Education Association



Marquette Board of Education
Secretary

APPENDIX A

MESPA II CLASSIFICATIONS AND WAGE SCHEDULE

Section A1 - Classifications and Hourly Rates

CLASS A Noon Supervisor
 (Additional \$.50/hr for Noon Director)

STEP 2011-2012

1	\$7.50
2	\$7.80
3	\$8.10
4	\$8.40
5	\$8.90
6 - 9	\$9.60
10 - 13	\$10.20
14 - 17	\$10.60
18 - 21	\$10.70
22+	\$10.80

CLASS B Hall Monitor
 Instructional Aide
 Learning Center Aide
 Library Aide
 Nurse's Clerk
 Special Education Aide
 Teacher Assistant*

STEP 2011-2012

1	\$8.00
2	\$8.80
3	\$9.60
4	\$10.40
5	\$11.20
6 - 9	\$12.00
10 - 13	\$12.80
14 - 17	\$13.20
18 - 21	\$13.40
22+	\$13.60

*Members hired as Teacher Assistants at the beginning of 2007-08 will have an initial seniority hire date of September 1, 2007. Members hired as Teacher Assistants will be rolled into the Class B grouping. Salary and benefit levels before July 1, 2011 will become in accordance with the MESPA II Master Agreement.

APPENDIX A CONTINUED

MESPA II CLASSIFICATIONS AND WAGE SCHEDULE

CLASS C Bookkeeper
 Secretary

<u>STEP</u>	2011-2012
1	\$10.10
2	\$10.80
3	\$11.55
4	\$12.25
5	\$12.95
6 - 9	\$13.65
10 - 13	\$14.55
14 - 17	\$15.25
18 - 21	\$15.65
22+	\$16.20

CLASS D Assistant Accountant
 Community Education Secretary
 Elementary and Middle School
 Principals' Secretary
 Special Education Secretary
 Transportation Secretary
 Technology Secretary

<u>STEP</u>	2011-2012
1	\$10.50
2	\$11.30
3	\$12.10
4	\$12.90
5	\$13.65
6 - 9	\$14.45
10 - 13	\$15.25
14 - 17	\$16.05
18 - 21	\$16.45
22+	\$16.95

Section A2 - Calculation of Step Increases

Step increases are based on full years of continuous service within the bargaining unit as of July 1, 2009 for the 2009/2010 contract year, as of July 1, 2010 for the 2010/2011 contract year, and as of July 1, 2011 for the 2011/2012 contract year. (Employees with a date of hire prior to March 1 will advance as if they had completed their year of service by July 1; employees with a date of hire after March 1 will not be deemed to have completed their year of service until July 1 of the following year.) Step increases will occur as of July 1, 2009, July 1, 2010, and July 1, 2011 respectively.

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 _____
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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 _____

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 _____

APPENDIX C

MESPA II POSITION PREFERENCE FORM

For school year _____ to _____

EMPLOYEE NAME _____

CURRENT POSITION _____

CURRENT LOCATION _____

Phone numbers which you can be reached at during the summer placement period.

1) () _____ 2) () _____ 3) () _____

Please list choices on line below in order of preference.

PREFERENCE #1: _____

PREFERENCE #2: _____

PREFERENCE #3: _____

SIGNATURE: _____ DATE: _____

Employees may file or update their individual form in the Central Office by the last day of each school year.

