



MASTER AGREEMENT

BETWEEN

**THE MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY
BOARD OF EDUCATION**

AND

**THE MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY
MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION
(MESPA/MEA/NEA)**

July 1, 2007 – June 30, 2008

July 1, 2008 – June 30, 2009

July 1, 2009 – June 30, 2010

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GENERAL

ARTICLE 1 - RECOGNITION

- A. The Marquette-Alger Regional Educational Service Agency recognizes the Marquette-Alger Regional Educational Service Agency Secretarial Association, an affiliate of Michigan Educational Support Personnel Association (MESPA/MEA/NEA) as the exclusive bargaining agent for the secretarial, clerical and technical personnel of the Regional Educational Service Agency, excluding substitutes and all other employees.
- B. The Agency agrees not to negotiate with any other organization representing secretarial, clerical and technical personnel for the duration of this contract.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- A. The term "employee," as hereinafter used in this Agreement, shall include all secretarial, clerical and technical personnel who are paid on the secretarial salary schedule, as incorporated in this Agreement, with the exception of those excluded under Section B. Thereafter in this Agreement the term "employee" shall refer to only those covered by this Agreement as defined in Section B.
- B. Full-time employees are those who are regularly scheduled to work 40 or more hours per week. Full-time employees are entitled to all benefits in this Agreement.

Regular part-time employees (20 hours but less than 40 hours per week) are entitled to benefits as specified under this Agreement.

Ten-month employees are entitled to benefits as specified in this Agreement.

Part-time employees regularly scheduled to work less than 20 hours per week are not covered by this Agreement.

- C. As used in this Agreement, the terms "Employer", "Agency" or "Board" refer to the Marquette-Alger Regional Educational Service Agency, unless otherwise specifically stated.

ARTICLE 3 - AGENCY SHOP

- A. An employee covered by this Agreement shall, as a condition of employment, join the Association or, in lieu thereof, pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, immediately upon completing the required probationary period and becoming a permanent employee. Dues shall be paid through payroll deduction as provided in Article 4, Section E.

The employer shall notify the local President or designee, in writing, of newly hired employees, their address and phone number, if available. New employees shall be furnished a copy of this Agreement by the employer.

- B. In the event an employee shall not pay the required dues or fee, the Association shall implement the following procedure:
 - 1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.

ARTICLE 3 - AGENCY SHOP (Continued)

- c. The board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining until members who elect not to become members of the Association.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts from the paychecks of the bargaining unit member so affected.
- C. In the event of any action against the Agency brought in a court or administrative agency because of its compliance with this Article (Agency Shop Provision), the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- 1. The Agency gives timely notice of such action to the Association; and
 - 2. The Agency gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that, in any action so defended, it will indemnify and hold harmless the Agency from any liability for damages and costs imposed by a final judgment of a court or administrative agency, but this does not include any liability for unemployment compensation.

ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Agency hereby agrees that employees of the Agency shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Agency undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Agency, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise, with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan Revised School Code (Revised School Code) or other applicable laws and regulations. (The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.)
- C. The Association and its representatives shall have the right to use the Agency Administration Building Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Agency may make a reasonable charge therefore. No charge shall be made for use of the room before the commencement of the office day or until 6:00 P.M.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business in the Agency Administration Building at reasonable times, provided that this shall not interfere with or interrupt normal office operation, and provided any such transacting of business be mutually agreed upon in advance by the Superintendent and President of the Association.

ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS (Continued)

- E. Employee members of the Association may sign and deliver to the Superintendent or designee of the Marquette-Alger Regional Educational Service Agency, payroll deduction authorization for dues and/or service fees forms for the local association and the Michigan Educational Support Personnel Association MEA/NEA. Such authorizations shall continue in force from year-to-year during a member's active employment unless the employee specifically revokes such authorization, in writing, between August 1 and August 31 of any year.

Deductions will be made from each regular paychecks of each month, beginning in September and ending in June (twenty pay periods) for Association dues. The Association treasurer will notify the Finance Office of the amount of such deductions prior to September 1 of each year. The Agency agrees to remit to the Association treasurer all monies so deducted, accompanied by a list of employees from whom deductions have been made.

The Association will indemnify and save harmless the Agency for all sums improperly deducted and remitted to the Association, plus any costs, including attorney fees incurred by the Agency in connection therewith.

- F. The Association shall have the right to use the office facilities and equipment, including typewriters, computers, printers, copiers, and all types of audio-visual equipment which are not otherwise in use, subject to the Agency acceptable use policy and Internet user agreements. The Association shall pay for the cost of all materials and supplies incidental to such use.
- G. The Association shall have the right to post notices of Association concern on the official bulletin board in the Agency Administration Building. The Association may use the interoffice mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- H. The Agency agrees to furnish to the Association, in response to reasonable written requests from time-to-time, all available information concerning the financial resources of the Agency, including employee salary schedule, but not limited to: annual financial reports and audits, constructive programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.
- I. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees.
- J. The Agency shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Agency that no staff member or candidate for such a position in this Agency shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Agency is responsible or for which it receives financial assistance from the U.S. Department of Education.

ARTICLE 5 - BOARD'S RIGHTS CLAUSE

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

- A. To the executive management and administrative control of the Agency and its properties and facilities, and the duties, responsibilities and assignment of employees during the working day;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

ARTICLE 5 - BOARD'S RIGHTS CLAUSE (Continued)

- C. To establish, alter or terminate programs and educational services;
- D. To be responsible for the means and methods of instruction; selection of textbooks and other teaching materials;
- E. To adopt reasonable rules and regulations;
- F. To determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

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 express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE 6 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operations and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, directly or indirectly engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Agency agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Agency which shall be contrary to or inconsistent with its terms.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Agency and presented to all employees now employed or considered for employment by the Agency.
- E. The Employer shall have the right to require medical verification (i.e., medical examination and/or psychological/psychiatric examination) of a bargaining unit member's fitness for duty or verification of absence in the following circumstances:
 - 1. To verify a bargaining unit member's eligibility for leave taken under this Agreement or under law.
 - 2. To evaluate a bargaining unit member's fitness for duty where the Employer has reasonably founded concerns regarding the bargaining unit member's physical and/or mental ability to perform the essential of his/her assignment.
 - 3. To determine a bargaining unit member's ability to return from any leave of absence attributable to illness or disability taken under this Agreement or leave required by law.

ARTICLE 7 - MISCELLANEOUS PROVISIONS (Continued)

Should an employee desire to have his/her personal physician conduct the examination, the employee shall pay the difference in fees between the Agency-designated licensed physician and the employee's personal physician.

- F. The Agency and the Association recognize that an employee's work performance may be affected by physical and mental conditions of the employee which have an origin outside of the workplace. Therefore, the Employees Assistance Program Policy is hereby recognized by the parties as a means to work cooperatively together to insure the best interest of the Agency and each employee are met. Employees who violate work rules or other reasonably expected standards of conduct (e.g., controlled substance abuse, alcohol use, etc.) remain subject to disciplinary action for such violations. To this end, the parties encourage and support the use of the Employees Assistance Program; however, should a disagreement arise, either party may take whatever steps are necessary as outlined in this Master Agreement.
- G. There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements contained in this Agreement. No further agreements shall be binding on either the District or the Association until the same have been put in writing and signed by both the District and the Association as either an amendment to this agreement or as a Letter of Agreement approved and executed by both parties.

It is the intent of the parties that provision of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

- H. The parties acknowledge that during the negotiations which resulted this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement and with respect to any subject or matter referred to or covered in the Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.

ARTICLE 8 - NEGOTIATION PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters of mutual concern may arise which are not covered by the terms of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the Agency. While no final agreement shall be executed without ratification by the Association and the Agency, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE 9 - EMPLOYEE GRIEVANCE PROCEDURE

- A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. A grievance shall be presented within fifteen (15) working days after the employee has knowledge of the event, or the grievance shall be invalid and not accepted. In any event, any

ARTICLE 9 - EMPLOYEE GRIEVANCE PROCEDURE (Continued)

grievance not submitted within forty-five (45) calendar days of the occurrence of the event on which it is based shall be invalid and not accepted.

B. The written grievance shall contain the following:

1. It shall be signed by the grievant or grievants.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section of subsections of this contract alleged to have been violated.
5. It shall contain the date(s) of the alleged violation.
6. It shall specify the relief requested.

The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:

“The terminating of services or failure to re-employ any probationary employee.”

C. **Level One**

Any employee alleging a violation of this Agreement shall, within fifteen (15) working days of its alleged occurrence, orally discuss the grievance with the immediate supervisor with an Association representative present if grievant so desires, in an attempt to resolve the same. If no resolution is obtained within five (5) working days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) working days of said discussion to Level Two.

D. **Level Two**

A copy of the written grievance shall be filed with the Superintendent in the format specified above. Within five (5) working days of the receipt of the grievance, the Superintendent shall meet with the grievant/employee as well as representatives of the Association in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within three (3) working days of such meetings and shall furnish a copy to the Association.

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within three (3) working days of such meeting (or six (6) working days from the date of filing, whichever shall be later), the Association shall appeal same to Level Three.

E. **Level Three**

A copy of the written grievance shall be filed with the Board MESPA Committee. The Board Committee, no later than its next regular meeting or two (2) calendar weeks, whichever is earlier, may hold a hearing on the grievance, review such grievances, or give such other consideration as it shall deem appropriate. Disposition of the grievance shall be made no later than seven (7) days thereafter. A copy of the disposition shall be furnished to the Association.

F. **Level Four**

If the Association is not satisfied with the disposition of the grievance by the Agency, or if no disposition has been made within the period above provided, the Association may, within thirty (30) calendar days, file a demand for arbitration with the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The parties may mutually select an impartial arbitrator satisfactory to each party within ten (10) working days from the date of response by the Agency. It is understood that the ten (10) working days are inclusive with the thirty (30) calendar days and will not extend the time limits herein established. The Agency and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

G. The term “working days” as used herein shall mean working days in which the administration offices are open, unless specifically stated otherwise.

ARTICLE 9 - EMPLOYEE GRIEVANCE PROCEDURE (Continued)

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

ARTICLE 10 – PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Full-time and ten- (10) month employees (40 hours per week) shall earn eight (8) hours paid sick leave per month for each full month worked.
2. Regular part-time and ten- (10) month part-time employees shall earn pro rata share of sick leave based on the number of hours regularly worked per day for each full month worked.
3. Sick leave may be advanced to the end of the current fiscal year. In the event an employee is separated from employment prior to the end of the fiscal year, a deduction from the employee's final check will be made for sick leave used above his/her accumulated amount. If the amount of remaining wages is insufficient to cover the cost of the advanced sick leave time, the employee will remit payment for any deficient amounts within thirty (30) days of the last day worked.
4. The unused portion of the sick leave allowance shall accumulate from year to year without limitation. The Agency shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of accumulated sick leave.
5. An additional day of sick leave allowance per active position shall be placed in a sick leave bank to be jointly administered by the Agency and the Association with maximum accumulation to one hundred (100) days. These days shall be added to the Association Sick Leave Bank at the end of each fiscal year.
6. Sick leave may be used for the following:
 - Acute personal illness or incapacity over which employee has no control.
 - Medical and dental appointments to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
 - Absences required due to the confining illness or injury to members of the immediate family (spouse, children, parents, parents-in-law, brothers, sisters) and any persons for whose financial or physical care the employee is principally responsible. Employees shall not use more than three (3) days accrued sick leave annually for this purpose except when such illness or injury is of a very serious nature, with prior approval of the administration.
7. In the event an employee must utilize sick leave, he/she shall notify his/her supervisor. A sick leave card must be completed upon return to work. Sick leave may be taken in hourly segments with prior approval of the supervisor and, in his/her absence, his/her designee. Written requests for sick leave must be submitted prior to use, if possible; otherwise, the request must be submitted upon return. Official records will be kept by the Finance Service Area.
8. Each bargaining unit member may, at their discretion, use their accumulated sick leave days or freeze those days in order to receive short term disability benefits under any compensable benefit program, to the extent allowed by the carrier.
9. When an employee finds it necessary to use sick leave, he/she shall give his/her supervisor as much advance notice as possible on a day-to-day basis. The Superintendent may, upon his/her discretion, require that the employee document or verify a sickness of four (4) or more consecutive days' duration prior to the payment of sick leave benefits; such documentation shall consist of a Medical Certification for which must include the physician's diagnosis for the employee and, for family members, must include the serious health condition, together with the medical facts supporting the certification (as defined and required by the Family and Medical Leave Act), and the need for the employee's absence from work (assistance for basic medical or personal needs, safety, transportation or psychological comfort). The Superintendent shall have the right to require a second medical opinion at MARESA expense.

B. PERSONAL LEAVE

ARTICLE 10 – PAID LEAVES OF ABSENCE (Continued)

1. Personal leave is granted with prior approval of the Superintendent or his/her designee. This leave is not cumulative. Personal leave may be taken in hourly segments.
2. Full-time employees and ten- (10) month employees (40 hours per week) are granted sixteen (16) hours paid per year for personal business.
3. Regular part-time ten- (10) month employees and part-time employees are granted a pro rata share based on the number of hours regularly worked per day (based on full-time status per B2 above).
4. Personal leave is not cumulative and is granted with prior approval by the Superintendent or his/her designee. Any unused personal leave days will be placed in the employee's individual sick leave bank.
5. Due to extreme conditions, personal leave may be extended by the Superintendent or his/her designee.

C. FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. "Immediate family" is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. The Superintendent or his/her designee may grant additional funeral leave in special cases.

D. JURY DUTY

An employee called for jury duty or subpoenaed on behalf of the Agency before any judicial or administrative tribunal shall be compensated at the negotiated rate of pay for those hours approved by the Agency provided the witness/jury fee received for the performance of such obligation shall be endorsed over to the Marquette-Alger Regional Educational Service Agency.

E. WORKERS' COMPENSATION DISABILITY

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Agency the difference between the disability benefits provided by the Workers' Compensation Law and the sick leave benefits in Article 10, Section A, provided, to the extent that the Agency make payments to the secretarial or clerical employee for that portion of his/her net salary not reimbursed under the Workers' Compensation Law, said partial payment shall be charged pro rata against the employee's accumulated and additional sick leave days.

ARTICLE 11 – UNPAID LEAVES OF ABSENCE

A. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Staff will abide by the Agency Family Medical Leave Act (FMLA) Policy. The Superintendent may waive the requirement of the staff member "to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per applicable collective bargaining agreement) for unpaid FMLA leave" through the availability and joint administration of the Sick Leave Bank.

B. CHILD CARE LEAVE

1. Upon successful completion of their probationary period, a child care leave (up to one (1) year) may be granted (without pay), which period shall be inclusive of any leave for which the employee is eligible under FMLA.

ARTICLE 11 – UNPAID LEAVES OF ABSENCE (Continued)

2. Leaves for this purpose shall be granted to an eligible employee to the extent required by the Family and Medical Leave Act. Leave under this section which the Agency is required to grant under the Family and Medical Leave Act must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave will also be granted under this section to the extent required by the Family and Medical Leave Act where the employee's child has a serious health condition requiring care by the employee. The term of leave may be extended by the Agency. Need for further leave for medical reasons will be considered by the Agency on an individual basis.
3. Unpaid child care leave other than FMLA is unpaid leave with no Agency-paid benefits. Vacation and other benefits will not be earned during this leave.

C. MEDICAL LEAVE

1. An employee who is unable to work because of serious personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, inclusive of any leave for which the employee is eligible under FMLA. A Medical Certification including the physician's diagnosis is required for this medical leave. A written request for additional leave shall be reviewed and may be renewed by the Agency. The employee returning from such leave will be placed on that step of the salary schedule which he/she left when he/she went on leave.
2. The Agency will continue premium payments for health care benefits (Article 20, A-F-G) up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. This interval shall be inclusive of any period during which the Agency is required to maintain premium payments under FMLA. This includes deductible reimbursement.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Agency shall have the right to recover all premium payments made during the unpaid leave interval (except those premiums paid while on sick leave). These amounts may permissibly be deducted from any wage or other payments due the employee with any deficiency to be remitted by the employee to the Agency within fifteen (15) days of demand.

D. DISCRETIONARY LEAVE

1. A short term, unpaid leave of absence of up to two (2) weeks may be granted by the Superintendent, at the sole discretion of the Superintendent. The employee shall make the request for such leave in writing at least two (2) weeks prior to the requested date of commencement of the leave and shall, at the same time, state the date of return from such leave.
2. A long term, unpaid leave of absence may be granted at the sole discretion of the Agency. Such leave shall be available only to employees having at least three (3) years of service with the Agency. An employee desiring such leave shall make the request, in writing, at least forty-five (45) days prior to the requested date of commencement of the leave and shall, at the same time, state the date of return from such leave.
3. If his/her job classification is dissolved in the employee's absence, he/she will be placed by the Superintendent into a position equivalent to his/her classification. The rule of seniority shall be followed in assigning such employee provided the employee is "qualified" as defined in Article 14, B of this Agreement.

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

ARTICLE 12 - TERMINAL LEAVE

- A. Terminal leave schedule through June 30, 2010: Upon permanent separation and resignation from the Agency and upon simultaneously making application and qualifying to receive retirement benefits from the Michigan Public School Employees Retirement Fund, the Agency shall pay a terminal leave payment of 3% of the employee's total gross salary earned in service to the Agency with a minimum of five (5) years of employment. The maximum payment to be received under this section shall not exceed Four Thousand and No/100ths Dollars (\$4,000.00); said payment to be made on the last day of employment.

Effective July 1, 2010, the following revised terminal leave language will be in effect: Upon permanent separation and resignation from the Agency and upon simultaneously making application and qualifying to receive retirement benefits from the Michigan Public School Employees Retirement Fund, the Agency shall pay a terminal leave payment to employee equivalent to one-third (1/3) of the daily rate of Employee's then current salary for each day of accumulated sick leave. In case of death, this benefit shall be paid in a lump sum to a survivor designated in writing by Employee. The maximum payable benefit under this provision shall not exceed Two Thousand, five hundred Dollars (\$2,500); said payment to be made on the last day of employment.

ARTICLE 13 - WORKING CONDITIONS

- A. The duties of the secretarial staff of the Marquette-Alger Regional Educational Service Agency Office shall be governed by agency policies, job descriptions, work rules and the directives of the administration.
- B. The secretarial staff shall be reimbursed for mileage at the IRS rate for transacting any Agency business or for transportation to and from workshops and/or training conference programs requested by the Superintendent and/or supervisor requiring the use of his/her car. The supervisor shall make arrangements between employees to form car pools in order to minimize transportation costs.
- C. The secretarial staff shall be given two (2) fifteen-minute coffee breaks a day, one in the morning and one in the afternoon, on a schedule as approved by the Superintendent.
- D. The secretarial staff shall be reimbursed at the rate of time and one-half for any hours over the forty (40) hours per week, as approved by the Superintendent.

An employee may request compensatory time-off (i.e., one and one-half (1 ½) hours off for each hour of overtime worked) in lieu of overtime pay, provided that: 1) compensatory time-off shall not exceed eight (8) hours in any one pay period; and 2) compensatory time-off is requested in writing and approved in advance by the Superintendent or his/her designee.

- E. Each new employee shall receive a copy of his/her officially approved job description. A yearly review of job descriptions for each position shall be made by the appropriate administrative supervisor during the yearly evaluation. The Agency shall take all responsible measures to regularize work assignments, workloads and the relationship of the secretaries to the person who delegates the assignment.
- F. Regularly scheduled meetings shall be held monthly between secretaries and administration for open communication and staff development.
- G. Each new employee will be required to sign an employee orientation checklist which will become a part of their permanent personnel file.
- H. Administration will establish schedules for Secretarial staff employed on a ten (10) month schedule in consultation with the employee.

ARTICLE 14 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. If a secretarial or clerical vacancy occurs or is anticipated, the Superintendent shall post for a period of ten (10) calendar days notice of such a vacancy. Vacancies shall be filled on the basis of

ARTICLE 14 - VACANCIES, PROMOTIONS AND TRANSFERS (Continued)

experience, competency and qualifications and other relevant factors. A vacancy will not be posted when there is a laid off bargaining unit member in the classification where that vacancy exists.

- B. The term qualified, for the purpose of this Agreement, is a function of both experience and competency. Experience means previous work experience related to duties of the job. Competency is having sufficient ability to perform a full range of the work responsibilities of the position. Qualifications means having the skills (e.g. computer, organizational, technical, accounting) to be eligible to be considered for the position. Relevant factors is defined as any other job related facts taken alone or in connection with other facts which may render a more probable candidate selection.
- C. Qualifications and seniority, in that order, will be used when filling vacancies among bargaining unit members within the same classification (e.g., Secretary 2). If the vacancy is not in the bargaining unit members' same classification but in a classification requiring additional skills, then the position will be filled as specified in Section A.
- D. When a long-term (1 year or more) but not permanent vacancy occurs, a permanent employee may apply for and be temporarily transferred to fill such a vacancy. When such a transfer is made, the vacancy thereby created will be filled with a substitute employee. At the conclusion of the temporary transfer, the permanent employee shall be transferred back to his/her former position or a position equivalent to it.
- E. The Agency recognizes that it is desirable in making assignments to consider the interest and aspirations of its employees, subject to the selection standards set forth in Article 14, paragraph B and Article 14, paragraph C of this Agreement. Requests by an employee for a transfer to a different position or classification shall be in writing to the Superintendent. The application shall set forth the reason for transfer, the position sought, and the applicant's qualifications. Such requests shall be reviewed once a year to assure active consideration by the Agency.
- F. During the first four (4) weeks after an employee has been transferred or promoted to a new job assignment, he/she may be transferred back to his/her old assignment whether at his/her request or at the option of the Superintendent. The Employer shall give the promoted or transferred bargaining unit member an opportunity to attend workshops/seminars to enable him/her to perform up to the Employer's standards on the new job.
- G. Bargaining unit members shall not be placed on a lower step of the salary schedule due to involuntary transfers.
- H. The parties agree that involuntary transfers of bargaining unit members are to be minimized and avoided whenever possible.
- I. Any bargaining unit member who temporarily assumes the levels of responsibility of another bargaining unit member at a higher classification will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change to a lower classification.

ARTICLE 15 - EVALUATION

- A. All bargaining unit members shall be evaluated and reviewed not less than annually by the division administrator prior to March. The administrator shall review the evaluation with the employee and the employee shall sign the evaluation. Such signature shall indicate the employee's knowledge of the evaluation, but shall not be construed to mean agreement.
- B. A bargaining unit member shall have the right to review the contents of his/her personnel file, excluding initial references of the Agency pertaining to said individual, originating after initial employment, and to have an Association representative present at such review. Criteria for review and the access to personnel files shall be governed by Public Act 397 of 1978.

ARTICLE 15 – EVALUATION (Continued)

- C. Each new employee shall serve a ninety (90) calendar day probationary period. The Superintendent shall determine whether or not to hire the employee permanently. Termination of a probationary employee may be with or without cause. Any salary adjustment will be based on the probationary employee salary scale adjustment formula (Appendix B) and the necessary satisfactory evaluation.

ARTICLE 16 - DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The Agency, acting through any administrator, may discipline an employee for just and proper cause. Disciplinary action may consist of a private oral reprimand, written reprimand, disciplinary layoff or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it, and the employee's record and work history will be considered. No employee who has successfully completed the probationary period shall be discharged without just cause. The "just cause" standard shall not apply to the dismissal or discipline of a probationary employee.
- B. A member of the bargaining unit who has successfully completed the probationary period may be discharged for just and proper cause, including failure or inability to do the job, but no employee shall be terminated unless and until the action has been preceded by:
1. A written notice from the administrator to the employee, clearly stating the reasons for the discharge.
 2. A conference between the employee, the administrator and/or Superintendent, and the employee's union representative (if requested by the employee) regarding the employee's work performance and work history.
- C. In the event that an employee is terminated, the discharge shall be effective immediately and all accumulated vacation time shall be paid.
- D. An employee will be entitled to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or regulations established by the Agency or through this Collective Bargaining Agreement.

ARTICLE 17 - SENIORITY

For the purpose of determining seniority, employees shall be listed according to the following criteria:

- A. Years of continuous service in the bargaining unit.
1. Seniority shall begin on the employee's first working day as a regular, permanent employee.
 2. Regular part-time employees shall receive seniority credit in proportion to working time. (Example: ½ time employee receives ½ seniority credit)
 3. When a substitute/temporary employee has worked at least three (3) consecutive months in one specific position and who then becomes a permanent employee in that same position as a regular full-time or the part-time employee, for seniority purposes only, the employee's hire date shall be the first day of hire in that position. This provision does not waive the required probationary period, nor allow any advanced movement on salary schedule.
 4. An employee who resigns, or retires, or is discharged, shall lose all seniority credit, provided that said discharge is not being challenged.
 5. An employee on a Agency-approved unpaid leave of absence shall retain all earned seniority, but shall not accrue additional seniority while on such leave.
 6. The Association and the Agency will jointly keep the seniority list up-to-date with a copy of that list being posted during the month of January of each school year. If no objections are received within

ARTICLE 17 – SENIORITY (Continued)

twenty (20) days after the posting as to the accuracy of the seniority list, the list posted shall be regarded as conclusive.

7. A bargaining unit member who transfers to a non-bargaining unit position shall lose his/her seniority rights after one (1) year outside of the bargaining unit effective July 1, 1992. Employees hired under the old contract provisions are grandpersoned after July 1, 1992.
- B. In the event that more than one (1) individual has the same starting date of work, the position on the seniority list will be determined by drawing lots.

ARTICLE 18 - LAYOFF/RECALL

- A. In the event the Agency shall be combined with one or more districts, the Agency shall use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such a consolidated district.
- B. Should the Agency determine to institute a reduction in staff the Agency will retain, as nearly as possible, those employees in the classification being reduced having the longest continuous service in the Agency, and meeting the qualifications and ability necessary to perform the work available, as defined in Article 14.
- C. In the event of layoff involving the termination of positions, the following procedure shall be followed:
1. The Employer shall identify the specific position(s) to be eliminated and shall notify the employee(s) in those positions.
 2. The employee(s) in the affected position(s) shall have the right to:
 - a) the position of someone who is least senior, holding a position in the same classification as the affected employee, providing the employee is qualified;
 - b) bid on another posted position.
 3. In the event a reduction in work hours occurs in a service area, (service area is defined as: Office of the Superintendent, Human Resources, Policy/Legal and Communication Services, Teaching, Learning & Technology Services, Finance, Information Services and Quality Assurance Services and Special Education Services), an employee whose hours have been reduced may claim seniority over other employees within a service area for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority and is qualified within the classification (i.e., Secretary 1, Secretary 2, etc.) to perform the work of the person he/she seeks to replace. An employee has no right to bump another employee from other service areas on the basis of seniority when a reduction in work hours occurs. An employee who exercises his/her seniority will receive the rate of pay for the position he/she elects to fill.
 4. An employee being affected by a layoff who finds no position remaining in the classification has the right to displace the least senior employee in another classification, providing the employee is qualified as per Article 14, B and has more seniority than the employee being displaced. An employee shall be deemed qualified if he/she meets current job requirements for the position or if he/she has worked in the classification for four (4) weeks or more.
 5. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit member(s) who are qualified for a vacant or newly created position.
- D. An employee may be granted a voluntary leave of absence under the provisions of Article 11 so as to reduce the number of layoffs. When employee returns from leave of absence, all seniority rights prevail again.

ARTICLE 18 - LAYOFF/RECALL (Continued)

- E. In no case shall a reduction of any bargaining unit member's work hours take effect until five (5) working days after written notice to the affected bargaining unit member(s) is given by the Employer.
- F. Laid-off bargaining unit members may continue their health, dental and vision insurance benefits as defined by the Consolidated Omnibus Reconciliation Act (COBRA) by paying the regular monthly per-subscriber group rate premium for such benefits as allowed by the insurance carrier.
- G. Employees who are laid-off shall not have their length of service broken and other benefits shall be frozen for their use upon return provided, however, that a layoff of more than one(1) year shall be considered a termination for lack of work.
- H. When there is an increase in bargaining unit positions following a layoff or positions become available through natural attrition, leaves of absence, or creation of temporary positions, the laid-off employee with the most length of service in the seniority classification where the vacancy exists in the Agency shall be the first to be offered re-employment. Such recalled employee must have the qualifications and ability for the position to which he/she is recalled. A vacancy will not be posted when there is a laid off bargaining unit member in the classification where that vacancy exists.
- I. If a laid-off employee fails to accept the regular, permanent position to which he/she is recalled within ten (10) days from the date same is sent to his/her last known address by certified mail, his/her seniority and all other benefits with the Agency shall terminate.
- J. It shall be the responsibility of each bargaining unit member to notify the Agency of any change in address. The address as it appears on the Agency's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee who has been laid-off.

ARTICLE 19 - SALARIES

- A. All employees shall be paid pursuant to the salary schedule which follows this Article. All pay adjustments will be effective on July 1 of each contract year.
- B. The Agency shall deduct from the salary of any employee and make appropriate remittance for the employee to an approved financial institution so designated by such employee. Said deduction will be made in equal biweekly amounts as authorized by the employee in a written authorization delivered to the Associate Superintendent of Finance.
- C. Each new employee shall be placed on the starting salary for the proper job classification for which he/she has been hired immediately upon employment. Thereafter, movement will be based on a satisfactory probationary evaluation in conjunction with the probationary employee salary scale adjustment formula (Appendix B), and later the negotiated annual amount. Movement shall be uniformly made by all employees during the first pay period following the effective date of this Agreement.
- D. A salary adjustment for a probationary employee will be based on the probationary employee salary scale adjustment formula (Appendix B) and the necessary satisfactory evaluation.
- E. Length of the regular work day shall be based on hours specified for his/her job position.
- F. Hourly rates will be paid to an employee for all hours spent in inservice workshops and/or training conference programs required by the Agency, law or the Superintendent. All attendance at inservice workshops and/or training conference programs must be approved by the Superintendent prior to attendance or participation.
- G. An employee promoted from one job classification to another shall immediately be paid the pro-rated increase for the higher classification and years of service. The salary scale adjustment formula for employee promotion (Appendix C) will be used in determining promotion increase. Any position changes are effective on the agreed upon date.
- H. From July 1, 2007 through June 30, 2010, compensation for each individual will be determined by the following negotiated annual percentage increases over the individual's previous year hourly wage.

SECRETARIAL SALARY SCHEDULE
July 1, 2007 – June 30, 2010

Position	2007-2008	2008-2009	2009-2010
Secretary I/Bookkeeper I New Hire Cap	11.50 – 17.69 12.50	11.73 – 18.04 12.74	11.96 – 18.40 13.00
Percentage Increase	2.0%	2.0%	2.0%

Position	2007-2008	2008-2009	2009-2010
Secretary II/Bookkeeper II New Hire Cap	10.66 – 16.56 11.57	10.87 – 16.90 11.80	11.09 – 17.23 12.03
Percentage Increase	2.0%	2.0%	2.0%

Position	2007-2008	2008-2009	2009-2010
Secretary III/Bookkeeper III New Hire Cap	9.79 – 14.45 10.62	9.99 – 14.74 10.83	10.19 – 15.04 11.05
Percentage Increase	2.0%	2.0%	2.0%

* All pay adjustments effective on July 1 of each contract year.

** Any position changes effective on agreed upon date

APPENDIX B

SECRETARIAL/CLERICAL PROBATIONARY EMPLOYEE SALARY SCALE ADJUSTMENT

Employee Name _____

At the end of the three-month probationary period, secretarial employees may be adjusted on the salary schedule based on the following criteria/point system:

POINTS	0	1	2	3	4
	High School	Related Courses	1 Year Certificate	Associate Degree	B.A. Degree
Education					

POINTS	0	1	2	3	4	5
	0 Years	1 Year	2 Years	3 Years	4 Years	5 Years
Paid Satisfactory Secr/Cler Experience*						

POINTS	0	1	2	3
	0 Years	1-5 Years	6-10 Years	11+ Years
Overall Satisfactory Paid Work Experience*				

* Experience Verified (Attached)

Formula: Total # of Points ÷ 12 Possible Points X the difference of the base salary rate and salary cap = new salary rate

Total # of Points _____ ÷ **12** = _____ X _____ = _____

Effective Date: _____

NOTE: A Required Improvement Plan on a probationary evaluation delays any adjustment in salary; employee eligibility occurs when Improvement Plan is completed.

Employee _____ Date _____

Director _____ Date _____

Superintendent _____ Date _____

secsaladjust12/97

APPENDIX C

**EMPLOYEE PROMOTION
SALARY SCALE ADJUSTMENT**

Employee Name _____

When a promotion occurs with an employee, the following formula is used to calculate this salary adjustment:

Formula:

Current Position Top Range minus Current Position Bottom Range = X

Current Position Actual Wage minus Current Position Bottom Range = Y

Y divided by X = Z%

New Position Top Range minus New Position Bottom Range = ZZ

ZZ times Z% = ZZZ

ZZZ plus Bottom Range = **NEW WAGE**

salaryadj

APPENDIX D

LONGEVITY COMPENSATION PLAN

1. Effective July 1, 2007, eligible employees will receive an annual longevity payment based on the years of service reached within the contract year. Employee must have actually rendered services to MARESA on an uninterrupted basis during each qualifying year. Part-time employees that have actually rendered services to MARESA on an uninterrupted basis during each qualifying year would receive a prorated longevity payment. Longevity payments are based upon the number of years of service attained during the contract year.

Any paid leave under this Agreement as well as unpaid leave (not to exceed twelve (12) weeks in any twelve (12) month period) shall not be regarded as an interruption of continuous service for purposes of attaining or maintaining longevity payment eligibility.

No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period. Payments to employees shall be made upon eligibility. For tax purposes, the Board will treat longevity as two separate checks.

Annual longevity payments will occur on the first pay of December (due to ratification date, longevity payments for the first year of the contract would occur in January, 2008).

LONGEVITY PAYMENT SCHEDULE

5 years of service = \$500.00
10 years of service = \$750.00
15 years of service = \$1,000.00

ARTICLE 20 - INSURANCE

Upon submission of a written application, the Agency agrees to make premium payment toward the following insurance programs:

- A. The Marquette-Alger Regional Educational Service Agency shall make premium payment toward health care protection according to family status toward the purchase of MESSA Choices II, underwritten by Blue Cross/Blue Shield with a \$5/\$10 prescription co-pay. Individuals wishing to carry Super Care I, underwritten by Blue Cross/Blue Shield will be required to pay the premium difference according to family status between MESSA Choices II and Super Care I. For those employees purchasing Super Care I with XVA2 rider insurance, a \$5/\$10 prescription co-pay and \$50/\$100 deductible, underwritten by Blue Cross/Blue Shield, the Agency will reimburse the employee the equivalent of the insurance deductible upon submission of individual claim documentation.

Grandfather Clause – For employees purchasing MESSA Super Care I, the Marquette-Alger Regional Educational Service Agency shall pay for XVA2 rider insurance, developed and administered by Michigan Education Special Service Association and/or option plans on a twelve- (12) month basis for each employee. Employees eligible to receive benefits under this clause must have been employed and working prior to July 1, 1980. Employees who take leaves of absence or apply for a new position within the Marquette-Alger Regional Educational Service Agency will retain their rights under the Grandfather Clause.

- B. The Agency shall make premium payment toward Group Life Insurance in the amount of \$10,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above group coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an optional basis with employee responsible for payment of premium.
- D. The Agency shall make premium payment toward Long Term Disability Insurance for each member of the bargaining unit. No benefits shall be paid during the first six (6) months of disability. Benefits shall begin to be paid with the first day of the seventh (7th) month of disability. The benefits shall be sixty percent (60%) of annual earnings (excluding all fringe benefits) at the time disability commenced. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first.
- E. The Agency shall pay the premiums specified in paragraphs A, B and D above for full-time and regular part-time employees working thirty (30) or more hours per week, for nine (9) months or more.

The Agency shall pay one-half (1/2) of the premiums specified in paragraphs A, B and D above for regular part-time employees working twenty (20) hours or more but less than thirty (30) hours per week, for nine (9) months or more.

- F. The Marquette-Alger Regional Educational Service Agency shall make premium payment toward a self-funded dental program through a third party administrator selected by the Agency at a comparable benefit level to the previous contract, on a twelve- (12) month basis for each employee. The Agency agrees to provide fully-paid dental care protection plan with the addition of an Eight Hundred and 00/100ths (\$800) orthodontic rider for each year of the contract.
- G. The Marquette-Alger Regional Educational Service Agency shall make premium payment toward a self-funded vision program through a third party administrator selected by the Agency at a comparable benefit level to the fully-paid vision care protection plan in the previous contract, (VSP-3) on a twelve- (12) month basis for each employee rider for each year of the contract.
- H. The Administration will post notification in each building informing bargaining unit members of the open enrollment period. It is the responsibility of the administration to inform and explain fringe

ARTICLE 20 – INSURANCE (Continued)

benefit options to new employees. If an individual member has a change in personal status, it is the individual's responsibility to inform the Finance Service Area of any change in status.

- I. Employees not taking the health insurance benefits will receive, two-thousand five hundred and 00/100ths (\$2,500) per year toward the Agency Cafeteria Plan. To receive this benefit, an employee must be full-time and eligible to receive fully paid health insurance from the Agency rider for each year of the contract.

ARTICLE 21 - VACATIONS

A. Vacations will be taken at the convenience of the Agency, conforming with the requirements of the individual service areas. An employee should consult with his/her supervisor each year concerning his/her vacation allowance and the time to be scheduled. Whenever possible, employees with the longest service will be given first choice of vacation dates.

B. Vacations with pay are based on the following:

1. FULL-TIME EMPLOYEES - 12 month status

- a) Vacations may be taken after completion of six (6) months' employment.
- b) Monthly vacation hours are earned for each full month of employment (i.e., from the first through the last working day of the month) and is not prorated for partial months worked.
- c) Agreement with Grandpersoned all employees hired prior to July 1, 1997, to remain with current language. Vacation hours are earned as follows:

1 - 3 years	-	12 days
4 - 5 years	-	15 days
6 - 11 years	-	18 days
12+ years	-	22 days

New schedule for employees hired full-time after July 1, 1997:

1 - 3 years	-	11 days
4 - 9 years	-	13 days
10 -14 years	-	18 days
15+ years	-	21 days

2. REGULAR PART-TIME EMPLOYEES (20 hours but less than 40 per week-12 month status)

- a) Vacations may be taken after completion of six (6) months' employment.
- b) Monthly vacation hours are earned for each full month of employment (i.e., from the first through the last working day of the month) and is not prorated for partial months worked.
- c) Vacation hours are earned on a pro rata share of full-time employees' vacation rate (1 c above) in accordance with his/her regularly established work schedule.

3. TEN- (10) MONTH EMPLOYEES

Ten- (10) month employees are not eligible to receive vacation time unless the employee is required to work during the summer months. The employee shall receive vacation hours in accordance with their years of experience as found in Section B 1 C of this Article. For example, if such an employee is required to work from June 15th to July 15th, and such an employee has been employed two (2) years, said employee will receive an additional eight (8) hours of vacation per month. Also, such employees who work the month of July shall receive pay for the July 4 holiday. Scheduling of vacation days must have an immediate Supervisor's approval.

ARTICLE 21 – VACATIONS (Continued)

- C. An employee will be able to accumulate no more than twenty-five (25) days vacation time. Days in excess of twenty-five (25) will be lost at the end of the fiscal year.
- D. An employee who terminates employment with the Agency after twelve (12) months' employment will receive pay for unused vacation according to the vacation plan, if the employee leaves in good standing and with at least two (2) weeks notice of his/her intent to leave. The foregoing shall not apply in the case of death.

In case of death, the pay for unused vacation will be paid to the beneficiary or the estate of the deceased employee.

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

ARTICLE 22 – HOLIDAYS

- 1. Labor Day
 - 2. Thanksgiving
 - 3. Friday following Thanksgiving
 - 4. Christmas
 - 5. New Years
 - 6. Good Friday
 - 7. Memorial Day
 - 8. Fourth of July
- A. Full-time employees on a twelve- (12) month status will receive their regular rate of pay for the above holidays.
 - B. Regular part-time employees on a twelve- (12) month status (20 hours but less than 40 per week) will receive a pro rata share of their regular rate of pay for the above holidays.
 - C. Those employees who work ten (10) months or more will be eligible for holidays provided they are scheduled to work within the same pay period.
 - D. Holidays observed by the Agency within the employee's scheduled vacation are not deducted from the vacation allowance.

ARTICLE 23 – DURATION

All Articles of this Agreement shall be effective July 1, 2007 through June 30, 2010. Either party may terminate this Agreement as of June 30, 2010 by giving written notice to the other party on or before March 1, 2010. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year unless and until written notice of termination is given on or before March 1 of any subsequent contract anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

**MARQUETTE-ALGER
REGIONAL EDUCATIONAL SERVICE AGENCY**

1/14/08
Date
1/14/08
Date

By Shelley O'Vink President
By Judy Parlato Secretary

**MARQUETTE-ALGER
REGIONAL EDUCATIONAL SERVICE AGENCY
SECRETARIAL AND CLERICAL ASSOCIATION**

1/10/08
Date
1/11/08
Date

By Kristen Kulie President
By Jodi Ball Secretary

MESPA/MEA/NEA

1/11/08
Date

By T. J. O'Neil Representative