



*Marquette-Alger*  
Regional Educational Service Agency

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**MASTER AGREEMENT**

**BETWEEN**

**THE**

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

**AND**

**MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY  
CERTIFIED AND APPROVED EMPLOYEES**

**JULY 1, 2009 – JUNE 30, 2010**

**JULY 1, 2010 – JUNE 30, 2011**

**JULY 1, 2011 – JUNE 30, 2012**

**JULY 1, 2012 – JUNE 30, 2013**

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## MASTER AGREEMENT

(2009-2013)

This agreement is entered into this 13th day of July, 2009, by and between the Marquette-Alger Regional Educational Service Agency, Marquette, Michigan, hereinafter called the "Agency," and the Marquette-Alger Education Association, a chapter of the MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare their mutual aim to provide quality service as well as quality education for the learners of the Marquette-Alger Regional Educational Service Agency, and

WHEREAS, it is their mutual belief that the quality of services provided by the Agency staff directly impact the learning outcomes for all learners, and

WHEREAS, educators are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

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

WHEREAS, this contract is in effect from July 1, 2009 to June 30, 2013.

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

### **Article 1 - Recognition**

- A. The Agency recognizes the Association as the exclusive bargaining agent for all Teachers and Consultants who perform services on a regular basis for the Agency. Teachers currently include: Teachers of the Emotionally Impaired (EI), Hearing Impaired (HI), Preprimary Impaired (PPI), Severely Cognitively Impaired (SCI), Transition Educators and other classroom teachers. Consultants currently include: Behavioral, Occupational and Physical Therapists; Preschool/Early Childhood, Visually Impaired, Hearing Impaired, Technology, Transition and other Educational Consultants; Speech and Language Pathologists; and School Psychologists. Substitutes, managers and supervisors, currently including the Superintendent, Associate Superintendents and/or Service Area Directors are excluded from the bargaining unit.
- B. As used in this Agreement, the terms "Employer", "Agency" or "Board" refer to the Marquette-Alger Regional Educational Service Agency, unless otherwise specifically stated.
- C. As used in this Agreement, the terms "teacher", "employee", or "member" refer to members of the described bargaining unit unless the context requires otherwise.
- D. "Year" or "School Year" as used in this Agreement means July 1 through June 30 unless otherwise specifically stated. "Days" as used in this Agreement refer to calendar days unless otherwise specifically stated.

## Article 2 - Association and Employee Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board 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 negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional 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 she/he may have under the Michigan 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 Rooms when available during nonworking hours for meetings, provided that when special custodial service is required, the Agency may make a reasonable charge therefor. 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 and their respective affiliates 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.
- E. The Association shall have the right to use office facilities and equipment not otherwise in use and must conform to the Agency "Acceptable Use Policy". The Association shall pay for the cost of all materials and supplies incidental to such use.
- F. The Association shall have the right to post notices of Association concern on its bulletin board in the Agency Administration Building Office. The Association may use the MARESA internal mail service for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Agency agrees to furnish to the Association in response to written reasonable requests from time-to-time all available information concerning the financial resources of the Agency, including, but not limited to: salary schedules, annual financial reports and audits, register of certified personnel, tentative budgetary requirements, agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all employees, salaries paid thereto and educational background and such information as will assist the Association in programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.
- H. The Administration may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to discuss with the Administration said matters prior to their adoption and/or general publication.
- I. No employee will be dismissed without just cause.

### Article 3 - Association Dues and Service Fees; Payroll Deductions

- A. To the extent permitted by law, each bargaining unit member shall, as a condition of employment: (1) on or before thirty (30) days from the first day of active employment join the Association, or (2) 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. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCL 408.477, and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal monthly amounts, as nearly as may be, from the employee's first paycheck each month for ten (10) months (September through June), or for the balance of the School Year if shorter. Amounts so deducted shall be remitted to the Association, or its designee, no later than fifteen (15) days following the end of the month in which the amount was deducted. The procedure in all cases of non-payment of the service fee shall be as follows:
1. 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.
  2. 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.
  3. 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 unit members who elect not to become members of the Association.
  4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. The parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's written notification to non-members of the Service Fee for that given School Year.
- D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures, or by law. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10<sup>th</sup>) of such dues, assessments and

contributions from the first regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- E. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for tax-deferred annuities, financial institutions, charitable donations, or any other plans or programs, to the extent acceptable to the Employer (confirmed in writing). The Employer will make available tax-deferred annuity programs to all employees desiring to participate on a voluntary basis provided that at least five (5) active employees have submitted written authorization for participation in a particular program. Bargaining unit members presently enrolled in current programs will be grandfathered. Bargaining unit members will not normally be permitted to make more than a total of two (2) deduction changes per School Year.
- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - 2. The Employer gives reasonable 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.
  - 3. The Association shall have complete authority, after consultation with the Agency, to compromise and settle all claims which it defends under this section.
- G. The Association shall indemnify the Agency, and its Board, individual school board members, employees and agents, and hold them harmless, from and against any and all suits, claims, demands and liabilities, including actual attorney fees, that shall arise out of, or by reason of, any action taken by the Agency for the purpose of complying with the provisions of this Article, or in reliance on any list, notice, authorization or assignment furnished to the Agency under any of such provisions.

#### **Article 4 - 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, or permitted, by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the Agency and its properties and facilities, to determine the location or relocation of its facilities and operations, including the establishment or relocation of buildings, offices, departments and other facilities and operations, to determine financial policies including all accounting procedures, to determine matters pertaining to public relations, to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and to determine the size of the work force;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion, to promote and transfer employees, and to establish, amend, and enforce policies, procedures and work rules, including but not limited to rules concerning discipline and concerning possession or use of alcohol, drugs, or other controlled substances;
- C. To determine goals and objectives for the Agency, as well as policies affecting educational, consulting and other Agency programs and services, to determine the supplies and equipment for Agency operations and to determine the methods and processes of carrying on the work of the Agency, to establish, alter and/or terminate programs and educational, consulting and other services,

and to decide upon the means and methods of instruction, consultation, and provision of other services, and the selection of textbooks and teaching, consulting and other materials and aids;

- D. To determine schedules, hours of instruction and performance of services, the duties, responsibilities, assignments and other activities of employees with respect thereto, and other terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The President and the Secretary of the Association will be given copies of new, and revised, Agency Policies and employees will be provided access to such policies through the Agency's website.

### **Article 5 - Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operations of the Agency 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 they will not, directly or indirectly, engage in any strike, and the Employer agrees that it shall not institute a lockout, as provided by the Public Employment Relations Act.
- B. An employee prevented by an Act of God or other events which make it impossible for him/her to fulfill his/her assignment shall promptly report this fact to his/her immediate supervisor to receive instructions or reassignment.

### **Article 6 - Miscellaneous Provisions**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Agency and the individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration, shall be controlling to the extent of such conflict or inconsistency.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Agency and presented to all employees now employed under this bargaining agreement and all new bargaining unit members.
- F. 1. Medical Certification may be required by the Employer whenever reasonable. As used in this Agreement, Medical Certification 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 his/her essential job functions or that they found demonstrative symptoms substantiating the

employee's inability to perform the essential job functions of their assignment or otherwise substantiating the medical opinion given. The Medical Certification 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). 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 employer's expense and will be retained in the employee's confidential medical file.

2. 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 the essential functions of his/her assignment.
3.
  - a. 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. A doctor's verification of illness/injury may also be required of an employee who has missed more than 4 days of work in a one month period due to illness/injury.
  - b. 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.
  - c. The employee shall be examined by a doctor selected by the Employer and said examination paid for by the Employer.
  - d. The doctor shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her essential job functions, 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 essential job functions.
  - e. If, as a result of this examination, the employee contests the findings and conclusion of the doctor, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense. The employee shall provide consent for the release of the examination results of his/her doctor, to the extent specified in 3(d) above.
  - f. If there is conflict between the opinions of the two doctors, the parties may obtain a third opinion. The third doctor shall be mutually selected by both parties, or if they are unable to agree, ask that the two medical examiners agree on a third qualified and disinterested medical examiner for the purpose of making a further Medical Examination of the employee for the same purposes and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor or the employee's doctor.
  - g. The employee shall not lose pay or sick leave for work time lost during the medical examination.
  - h. 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 subsections "d" and "e" above.
  - i. 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.



- j. This provision is not intended to restrict any of the Employer's or employee's legal rights, including rights pursuant to Michigan's Workers' Compensation Disability Act.
- G. Staff will abide by the Agency Employee Assistance Program (EAP) Policy.
- H. It is the continuing policy of the Employer and the Association that the provisions of this Agreement shall be applied to all employees without unlawful discrimination.
- I. All employees shall be reimbursed at the Internal Revenue Service (IRS) rate for transacting any Agency business requiring the use of his/her car (Mileage Appendix), requested by the Superintendent and/or Supervisor. The mileage rate is subject to annual IRS adjustment.

#### **Article 7 - Negotiation Procedures**

- A. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual written agreement.
- B. A reasonable time prior to expiration of this Agreement and not later than March 1st, upon request of either party, negotiations will be undertaken for a successor agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the Agency service area. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

#### **Article 8 - Professional Grievance Procedure**

- A. If an individual employee has a personal complaint which he/she desires to discuss with the Superintendent, he/she is free to do so without recourse to the grievance procedure.
- B. Definition

A claim or complaint by a bargaining unit member or a group of bargaining unit members by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any established practice or policy affecting bargaining unit members' working conditions may be processed as a grievance as hereinafter provided.

- C. Grievance Procedure

Other than for matters subject to the procedures specified in the Teacher's Tenure Act, this Grievance Procedure is the sole means for settlement of disputes concerning application or interpretation of this Agreement, or conditions of employment, which are not resolved between the bargaining unit member and the Service Area administrator. Employees and the Association ("grievants") are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance must be presented as soon after the occurrence or nonoccurrence of the event upon which the grievance is based, or after the occurrence or nonoccurrence comes to the attention of the grievant, as is reasonably possible without interruption of work. In any event, in order to become the basis for a claim, the grievance must be presented at STEP 1 within thirty (30) calendar days (and in writing at STEP 2 within forty (40) calendar days) after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or nonoccurrence. In no event shall the grievance be presented more than thirty (30) calendar days from the date of such occurrence or nonoccurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively taken by the Board or Administration notwithstanding that actual implementation of such action may take place at some future date.

An individual employee may present a grievance 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. A class action grievance is appropriate only if it involves more than one employee. Grievances will be presented in the following steps:

D. STEP 1 – Service Area Administrator

Prior to initiating a formal written grievance at STEP 2 the grievant alleging a violation of the expressed provisions of this Agreement shall orally discuss the grievance with the Service Area administrator.

E. STEP 2 - Superintendent

1. If a complaint is not resolved in a conference between the affected bargaining unit member and his/her Service Area administrator, the grievant may invoke the formal grievance procedure, within ten (10) calendar days of the Step 1 meeting between the Service Area administrator and the affected bargaining unit member, by putting the grievance into written form (See Grievance Form) and delivering copies of the same to the Superintendent. The grievant may, at his/her option, deliver the written grievance to the Association for forwarding to the Superintendent. The written grievance shall contain the following: (1) It shall cite the section or subsections of this contract alleged to have been violated; (2) It shall contain a synopsis of the facts giving rise to the alleged violation; (3) It shall contain the date(s) of the alleged violation; (4) It shall specify the relief requested; (5) It shall be signed by the grievant. No Grievance Form may contain more than one grievance.
2. Within seven (7) calendar days of the receipt of the grievance at Step 2, the Superintendent shall meet with the grievant, and/or representatives of the Association at the request of the grievant, in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy thereof to the Association.

F. STEP 3 – Agency MEA Board Committee

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent at Step 2, or if no disposition has been made within seven (7) calendar days of the meeting at Step 2 (or within ten (10) calendar days from the date of filing at Step 2, whichever is later) the grievance shall be transmitted to the Agency's MEA Board Committee by filing a written copy thereof with the Secretary or other designee of the Board. The Agency's MEA Board Committee, shall meet (in accordance with Michigan's Open Meetings Act) with the grievant, and/or Association representatives at the request of the grievant, review the grievance or give such other consideration to the grievance as it may deem appropriate. Disposition of the grievance by the Agency's MEA Board Committee will be made no later than seven (7) calendar days following any meeting at Step 3 and, if there is no Step 3 meeting, no later than ten(10) calendar days from the date of the grievance submittal at Step 3. A copy of such disposition shall be furnished to the Association.

G. STEP 4 - Arbitrator

If the Association is not satisfied with the disposition of the grievance by the Agency's MEA Board Committee, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the Association shall, within fifteen (15) calendar days following the written disposition of the grievance at STEP 3, file a written demand for arbitration in accordance with the rules and regulations of the American Arbitration Association and serve the demand upon the Agency within the same fifteen (15) calendar day interval.

1. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
  2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall have no power to rule on any of the following:
    - a. Termination of services or failure to reemploy any probationary employee.
    - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including any matter subject to the procedure specified in the Teacher's Tenure Act.
    - c. Board policy unless it is in violation of this Agreement.
  3. Both parties agree to be bound by the award of the arbitrator so long as it is within the scope of his/her authority as set forth above, and agree that judgment thereon may be entered in any court of competent jurisdiction
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. All claims to back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of back pay. No decision in one grievance shall require a retroactive wage adjustment to any other employee.
- J. Any time limits in this Grievance Procedure may be extended by mutual agreement of the parties confirmed in writing.
- K. Miscellaneous Conditions
1. Access to personnel records will be in accordance with the Bullard-Piawecki Employee Right to Know Act, Board Policy and other applicable law.
  2. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose upon approval of the Service Area administrator.

**MARQUETTE-ALGER MICHIGAN EDUCATION ASSOCIATION (M-A MEA)**

**Professional Grievance Form**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Contract Section/Subsection of Alleged Violation \_\_\_\_\_

Synopsis of Facts \_\_\_\_\_

\_\_\_\_\_

Date of Alleged Violation \_\_\_\_\_

Relief Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of MEA Representative

**Professional Grievance Procedure**

**Step 1 – Informal conference with Service Area Administrator** (within 30 calendar days of occurrence of alleged violation);

Date \_\_\_\_\_

**Step 2 – Written formal grievance form to Superintendent** (within 10 working days of Step 1 meeting);

Date \_\_\_\_\_

**Step 3 – Written copy to Agency MEA Board Committee** (within 7 calendar days of Step 2 meeting with Superintendent or 10 calendar days from the date of the filing at Step 2);

Date \_\_\_\_\_

**Step 4 – Arbitrator** (within 15 calendar days following written disposition at Step 3);

Date \_\_\_\_\_

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## LEAVES OF ABSENCE

### **Article 9 - Illness or Personal Leave or Funeral Leave**

- A. At the beginning of each School Year, each employee who has signed a contract to work for the Agency for the Year (July 1 through June 30), shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the employee or immediate family. Employees who are on paid sick leave, being paid in full for each day from their accumulated paid sick leave allowance, will continue to accrue paid sick leave as herein provided; an employee who is on workers compensation leave, rather than paid sick leave, will not accrue additional paid sick leave while on such workers compensation leave. Immediate family shall be defined as spouse, children, siblings, parents and parents-in-law. The unused portion of such allowance shall accumulate from year to year without limitation. The Agency shall furnish a written statement at the beginning of each school year setting forth the total amount of sick leave.
- B. An additional day of sick leave allowance per employee shall be placed in a sick leave bank that will be jointly administered by the Agency and the Association with a maximum accumulation to 100 days. Any employee who has exhausted his/her sick leave may request additional days through this Sick Leave Bank.
- C. 1. Employees will be provided with a copy of the Agency's Family and Medical Leaves of Absence ("FMLA") Policy. Should the Policy be amended, bargaining unit members will be provided with a copy of such amended Policy.
2. For an eligible employee unable to work because of FMLA qualifying serious health condition (or where the employee is needed to care for a spouse, son, daughter or parent due to such individual's serious health condition), sick leave pursuant to this Agreement and FMLA Leave shall run concurrently.
3. An eligible employee may elect to use accumulated paid sick leave during FMLA leave, to run concurrently with the FMLA leave. If the eligible employee does not choose to substitute paid sick leave for such unpaid FMLA leave, the Agency may require the employee to use accrued sick leave during FMLA leave, to be taken concurrently with such FMLA leave, for serious health conditions exceeding five (5) consecutive work days.
4. Employees continuing on FMLA leave following exhaustion of their accumulated sick leave allowance may continue their FMLA leave in accordance with the Agency's FMLA Policy, including the requirement that the employee utilize earned or accrued paid vacation and personal leave during such FMLA leave. Should the employee have any remaining accumulated sick leave upon exhaustion of FMLA leave she/he may, so long as she/he continues to be eligible, continue to use such accumulated sick leave after exhaustion of his/her FMLA leave.
5. Should the employee exhaust both his/her FMLA leave and his/her accumulated sick leave, unpaid leave due to sickness may be extended for a period of up to an aggregate period of one (1) year at the discretion of the Agency.
6. Appropriate Medical Certification will be required by the Agency in accordance with this Agreement, the Agency's FMLA Policy and the law. FMLA leave must be taken in accordance with the Agency's FMLA Policy.
7. For eligible employees, the Agency will continue payment of health insurance premiums during FMLA leave to the extent required by the Agency's FMLA Policy and the law.
- D. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall receive from the Agency the difference between the disability benefits provided by the Worker's Disability Compensation Act and the employee's regular salary to the extent of the employee's sick leave accumulation. To the extent that the Agency makes payments to a bargaining unit member for that portion of his/her salary not reimbursed under the

Worker's Disability Compensation Act, said partial payments shall be charged pro rata against the employee's accumulated sick leave days, except where integration of worker's compensation benefits and accumulated sick leave is contrary to the Family and Medical Leave Act.

- E. An employee absent from work because s/he has contracted mumps, scarlet fever, measles impetigo, conjunctivitis, lice, scabies, ringworm or chickenpox due to exposure to students in the course of his/her employment will be paid his/her daily rate of pay, up to a maximum of 30 days, without being charged against the employee's sick leave. If or when the total sick leave is used, the additional days shall be charged against the employee at his/her daily rate of pay. Such benefits will commence upon receipt of reasonably acceptable Medical Certification.
- F. Two (2) days leave per year may be granted to each employee for personal business with prior approval of the Superintendent. If the days are not used they will be placed in the employee's individual sick leave bank.

Due to extreme conditions the number of personal leave days may be extended by the Superintendent or a designated Board Representative.

- G. The Association will be granted a total of five (5) days per contract year to be used for Association business. The Association will notify the Superintendent, or his/her designee, at least three (3) days prior to the use of the day(s) as to the individual who will be representing the Association.
- H. An employee shall be allowed three (3) working days with pay as funeral leave days, for each death in the immediate family regardless of when such death may occur. These days will not 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 may grant additional funeral leave in special cases. If additional days are granted they will be deducted from the employee's accumulated sick leave or will be unpaid if the employee has no remaining accumulated sick leave.
- I. Retired/Rehired and part-time employees will receive prorated illness leave only. Part-time contracts contain enough flexibility to allow for other personal needs while still contributing the contracted number of days scheduled.

#### **Article 10 - Sabbatical Leave**

- A. Employees who have been employed for seven years may be granted a sabbatical leave for up to one (1) School Year, provided the written application is submitted by December 1st of the year preceding the requested leave, and that said request is accompanied by proof of a well-considered plan spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and the best interests of the Agency, and provided that said employee shall sign a contract agreeing to return to employment with the Agency for at least the equivalent of a full School Year following the sabbatical leave (based upon the employee's normal contract year prior to the sabbatical leave). During said sabbatical leave, said employees shall be considered to be in the employ of the Agency for the purposes of salary schedule placement and seniority only, and shall be paid one-half (1/2) his/her annual salary.
- B. An employee may elect to purchase continuing hospitalization benefits as permitted by the rules and regulations of the insurance carrier.
- C. An employee, upon return from a sabbatical leave, shall be returned to his/her former position or to a position of like nature and status (unless the employee is subject to layoff under the provisions of this Agreement), and shall be placed at the same position on the salary schedule as he/she would have been had he worked for the Agency during such a period.
- D. A maximum of one employee per year (full time equivalent) based upon seniority will be granted sabbatical leave.

## Article 11 - Unpaid Leave of Absence

- A. An employee may submit a request for a leave of absence without pay to the Board of Education. Such request shall be in writing and contain an explanation of the reasons for the desired leave. A leave shall not exceed one year. The Board may grant such request and reserves the right to adjust the termination date of any leave granted under this Section in order to conform the same to the beginning of a new semester. It is expressly understood that an employee shall not accept outside employment during a sabbatical leave without prior written approval from the Agency. The employee shall notify the Agency in writing prior to acceptance of outside employment, of the nature, terms and conditions of such employment. Upon return from said leave, the employee shall be reinstated to their former position or to a position of like nature, seniority, and salary schedule position held prior to commencement of the leave. The employee's reinstatement is subject to the staff reduction provisions of this Agreement.
- B. 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.
- C. A leave of absence will be granted of up to two (2) years to any employee who joins the Peace Corps, Teachers Corps, Job Corps or engages in a cultural travel or work program related to his/her professional responsibilities or participates in exchange programs in other states, territories or countries, engages in study at an accredited college or university in a subject area reasonably related to his/her professional responsibilities or is engaged in foreign or military teaching programs on a full-time basis.
- D. Leaves for military service will be granted under the conditions required by State and Federal Law.
- E. All leaves of absence may be extended upon request by the employee and approval by the Board of Education.

## Article 12 - Terminal Leave and Service Bonus

- A. Upon retirement from the Agency and upon simultaneously becoming eligible for benefits from the Michigan Public School Retirement System, the Agency shall pay a terminal leave pay equivalent to one-third (1/3) of the daily rate of the individual's salary for each day of accumulated sick leave not to exceed \$4,500. An employee is entitled to this benefit provided she/he has been employed a minimum of ten (10) years with the Agency. In case of death, this benefit shall be paid in a lump sum to the survivor designated in writing by the bargaining unit member, in accordance with the Payment of Wages Act.
- B. Upon retirement from the Agency and upon simultaneously becoming eligible for and receiving regular or disability retirement benefits from the Michigan Public School Retirement System, the Agency shall pay a service bonus based on years of employment with the Agency. Payments will be made to qualifying members as follows:

	<u>Service With Agency</u>	<u>Service Bonus</u>
Level I	At least 20 years	\$8,000
Level II	At least 10 years	\$6,000

Service bonus benefits shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.

- C. An employee shall have his/her service bonus benefits reduced by any amount she/he receives from Worker's Compensation, Unemployment Compensation, Long Term Disability or any other income continuation funded directly or indirectly by the Agency.

- D. An employee may continue his/her hospitalization benefits as provided by the rules and regulations of the insurance carrier and to the extent allowed under COBRA.
- E. The employee will not receive terminal leave pay or the service bonus payment until the employee has presented proof of retirement from the Michigan Public School Employees Retirement System within three (3) months after the employee has retired from the Agency.
- F. It is understood that if this plan or parts thereof are found to be unlawful for any reason, then this plan will be null and void to the extent that it is unlawful and all benefits held to be unlawful will cease.

### **Article 13 – Working Conditions**

- A. At the beginning of each School Year, each employee who has signed a contract to work for the Agency for the Year (July 1 through June 30) will be considered an active employee for that school year.
- B. General – For probationary and tenured teachers (“Teachers”), probationary and senior educational consultants, e.g., visually impaired, hearing impaired, preschool, speech and language pathologist, etc. and other probationary and senior professional personnel, e.g., school psychologist, occupational therapist, physical therapist, technology consultant, etc. (collectively “Consultants”):
  - 1. Professional responsibilities of the employee demand attendance at professional conferences from time to time. Employees will be reimbursed for expenses (travel, meals, lodging and registration fee) to attend conferences as mutually agreed upon and pre-approved by the Superintendent.
  - 2. When in the best interests of the Agency, the Employer will consider job sharing of a position. It is the responsibility of the Association to present the job-sharing proposal to the Superintendent by April 15<sup>th</sup> for the following School Year. Requests that do not comply with this deadline may, but need not, be considered at the option of the Superintendent. The final determination for allowing job sharing rests solely at the discretion of the Superintendent.
  - 3. The minimum number of days and hours of pupil instruction, and days of Teacher professional development, will be as required by the Revised School Code and the State School Aid Act.
  - 4. A bargaining unit member’s work day will be arranged/approved by the Service Area Administrator on an individual basis to better service the constituent districts and Agency educational programs and shall not exceed seven (7) hours and thirty (30) minutes including a minimum of a one hour lunch period.
  - 5. Due to the diverse needs of Agency programs as they relate to local school district programs, the length of the instructional and workday may be modified according to need.
  - 6. Instructional planning time during the workday for Teachers will be established and arranged by the Teacher and approved by the supervising administrator. The implementation of the instructional planning time is to occur within the first two weeks of school during each School Year.
  - 7. The Agency will provide bargaining unit members with the secretarial/technical support necessary to complete their assigned responsibilities.
- C. Inclement Weather Procedure
  - 1. Bargaining unit members other than teachers are to inform their Service Area administrator or secretary before 10:00 a.m. if there is any deviation from their scheduled calendar (i.e. using the snow day, coming into the office for a work day, or working at another district). Calendars are to be adjusted based on this information, keeping with individual contractual obligations.
  - 2. Teachers are to follow the school calendar for the district in which they are physically located.



### 3. School Closings

In the event of severe weather, the superintendent shall give consideration to closing the Marquette-Alger Regional Educational Service Agency administration building. In the event that employees are assigned to building(s) that are closed, they shall not be required to report. Employees assigned to building(s) that are open are expected to report.

Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure instruction as prescribed by Michigan law. Employees shall be excused from reporting for school on those days and hours which are canceled due to the above conditions.

The parties agree that this contract provision has been negotiated to comply with the provisions of the Revised School Code State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student instruction" days and hours as defined by that agency. In addition to any requirement of the State Aid Act to receive full state aid, the parties agree to reschedule lost days and hours of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days and hours required by the Department of Education for both regular school year and extended year programs.

Employees will receive their regular pay for days and hours that are canceled but shall work on the rescheduled days and hours with no additional compensation except that employees who worked on canceled days shall not be subject to rescheduled days and hours.

### **Article 14 – Vacancies, Promotions and Transfers**

- A. The Agency recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by an employee for transfer to a different position or classification shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, the position sought and the applicant's qualifications. Such requests shall be renewed once each year to assure active consideration by the Agency.
- B. When vacancies occur during the school year, it may be difficult to fill them from within the Agency without undue disruption of the existing instructional program. If the Superintendent in his/her judgment so determines, such a vacancy may be filled on a temporary basis until the end of the school year (June 30), at which time reassignment will be reviewed by the Superintendent with the applicant(s) and final disposition made prior to June 15.
- C. The Agency declares its support of a policy of filling vacancies, including supervisory positions, from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall post notice of such vacancy for a period of ten (10) days.
- D. Vacancies shall be filled on the basis of the experience, competency, certification/approval and qualifications of the applicant, length of service with the Agency and other relevant factors.
- E. When a person is hired to fill a temporary vacancy (i. e., child care, leave of absence, etc.), and it is determined that such person would be recommended to be hired as a permanent employee, at the time the administration determines to fill the position permanently pending final Agency approval, that person would be placed on the salary schedule.

### **Article 15 – Employee Evaluation**

Evaluation is a continuous process which will occur throughout the year. Formal observation by the Administration of the work performance of an employee will be conducted openly and with full knowledge of the employee. The performance of all employees will be evaluated in writing. The formal evaluation

procedure will not normally be utilized during the first thirty (30) calendar days of a School Year, or during the first thirty (30) calendar days of employment, and will normally be completed by May 1 of each year. Senior employees should be observed at least once every three years. Probationary employees should be evaluated regularly and probationary employees must be provided with at least an annual year-end performance evaluation.

#### A. Formal Evaluation Procedure

There are two types of employees within the bargaining unit: Probationary (those employees with up to four full school years of employment, including those employees with four years of employment in another district) and Senior (employees with more than four full school years of employment).

##### 1. Probationary Employee Evaluation

a. Probationary employees must be evaluated each year in the following manner:

1. Each probationary employee employed by the Agency for at least one full school year must receive an Individualized Development Plan ("IDP");
2. The annual year-end performance evaluation must be based upon (but is not limited to) at least two formal observations conducted at least sixty (60) calendar days apart (except as otherwise permitted by law);
3. The year-end evaluation must include an assessment of the employee's progress toward meeting his/her IDP goals.
4. Failure to provide the year-end evaluation will be regarded as evidence that the employee's performance for that school year was satisfactory.

##### 2. Senior Employee Evaluation

a. Senior employees must be evaluated at least once every three (3) years in the following manner:

1. If the senior employee receives a less than satisfactory performance evaluation, the employee must be provided with an IDP.
2. The performance evaluation must be based upon (but is not limited to) at least two (2) formal observations;
3. If the employee has an IDP, the performance evaluation shall include at least an assessment of the employee's progress toward meeting his/her IDP goals.
4. Failure to provide an evaluation in a particular three-year period will be regarded as evidence that the employee performance's for that period was satisfactory.

B. Observation of an employee's work performance is an ongoing process which may include both formal and informal observations and other information relevant to the employee's essential job functions.

C. An employee who disagrees with an evaluation or recommendation may submit a written response which will be included with the evaluation or recommendation in the employee's personnel file.

D. Each employee shall have the right upon request to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

E. Evaluation instruments and criteria will be reviewed annually with the Association.

## **Article 16 – Layoff and Recall Procedure**

**Layoff Procedure** - In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a senior employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If the reduction of employees is still necessary, then senior employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, certification and qualifications except as hereinafter provided. So long as certification and qualifications are relatively equal, and both individuals meet the requirements of the original posting, layoffs made pursuant to this section shall be made in inverse order of seniority, i.e., those with the least seniority as defined in the Seniority Article are to be laid off first.
- C. An employee who is laid off pursuant to this Article has the right to be placed in a position occupied by an employee with less seniority so long as the laid off employee is certified and qualified to displace a less senior employee and to occupy the assignment held by that person. In considering relative qualifications, the Administration will review the employee's ability to perform the duties of the position, in accordance with the requirements of the posting for the position and any qualifications and standards set forth in the No Child Left Behind (NCLB) Act of 2001 including the amendments accomplished by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004.
- D. No Probationary employee can displace a Senior employee where both are certified and qualified to hold the same assignment, except where required by the Teachers' Tenure Act.

### **Recall Procedure**

- A. A Senior employee shall be eligible for recall from layoff for a period of three (3) calendar years from the date of layoff. Recall status of a laid-off probationary employee shall be for a period of six months (6) from the effective date of layoff.
- B. Recall of an employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled first provided the employee is certified and qualified for the vacant position, and meets the requirements of the original posting. Vacancies will not be posted if there is a laid off unit member who is certified and qualified to fill that assignment and is available for recall.
- C. The Agency shall give written notice of recall from layoff by sending a certified letter to said employee at the employee's last known address. It shall be the responsibility of each employee to notify the Agency of any change in address. The employee's address as it appears in the Agency's records shall be conclusive when used in connection with layoff, recall, or other notice to the employee. If the employee fails to respond within fourteen (14) calendar days from the date of mailing of the Agency's written notice of recall or within fourteen (14) calendar days after the Agency's notice of recall has been returned by the postal department as being undeliverable and unless an extension is granted in writing by the Agency, such employee shall be considered a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationships she/he may have had with the Agency.

In the event this Agency shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated districts.

Upon recall to a position, bargaining unit members shall be entitled to all accumulated sick leave benefits and seniority earned prior to said layoff.

A laid-off bargaining unit member shall upon written application be granted priority status on the Agency's substitute list. Substitute work is paid at substitute rate and without other benefits under this contract.

No Probationary employee will be recalled to an assignment in preference to a Senior employee, where both are certified and qualified for the assignment, except where required by the Teachers' Tenure Act.

A bargaining unit member may continue his or her health insurance as established by guidelines and procedures of the insurance carrier and to the extent provided under COBRA.

### **Article 17 – Seniority**

- A. No later than thirty (30) days following the ratification of this agreement and by every September 30 thereafter, the Employer shall prepare a seniority list (Bargaining unit members shall have 30 days to dispute the accuracy/content of the seniority list). Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent date of hire.

Length of service with the Agency shall be defined as a minimum period of one hundred eighty (180) days during the twelve month period beginning July 1 and ending June 30. In determining length of service with the Agency, employees working less than 180 days (half year of service – 90 days) will be prorated based upon the amount of time worked during that year.

If employment is less than full-time, seniority shall accrue on a prorata basis. Retired/rehired part-time employees shall not accrue seniority.

Employees on leave of absence as defined in other articles of this master agreement shall retain but not accrue seniority.

- B. All bargaining unit members shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
- C. When a bargaining unit member is placed in an administrative position, seniority which she/he possessed while a member of the bargaining unit, will be retained. Bargaining unit seniority will not accrue while in an administrative position.
- D. All seniority is lost when employment is severed by resignation, retirement, and discharge for just cause (unless reversed in the grievance or tenure procedures). In cases of layoff, bargaining unit members so affected shall not accrue seniority during the period of layoff but still shall retain all seniority accumulated as of the effective date of layoff, but shall not accrue seniority during the period of layoff.

### **Article 18 – Employee Protection**

- A. It is recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. An employee may use reasonable physical force for self-defense or the defense of another, and as otherwise permitted by law and Agency policies.
- B. The Agency will encourage school authorities to endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.
- C. A pupil may be temporarily suspended from a class, subject or activity according to Agency policies and the law; the suspension, and the reason for the suspension, shall be immediately reported to the school

principal, administrator or other designee, and the pupil shall be sent to the school principal, administrator or other designee, for appropriate action.

- D. Any case of assault by a student shall be promptly reported to the Agency or its designated representative and also to the local school district administrator. The Agency may advise the employee of his/her rights and obligations with respect to said assault and will render reasonable assistance to the employee ... civilly or criminally.
- E. In the event any employee is sued for acts or conduct arising out of and during the course of employment and within the scope of the employee's authority and the employee has acted consistent with Agency and school district policy, legal defense will be provided to the extent specified in the Agency's Comprehensive Liability and Property Damage Insurance Policy. The Agency will render necessary and reasonable assistance in the disposition of said claim.
- F. The Agency may reimburse an employee for any loss, damage or destruction of clothing or personal property of the employee arising out of his/her employment and not due to any fault, negligence, or carelessness of the employee. Any claims pertaining to this part of the contract shall be submitted to the Superintendent. If no agreement is reached, the Association President and the Superintendent shall review the claim. If the claim is not resolved, a third party mutually agreed upon, shall render a binding decision.
- G. No action shall be taken upon any complaint by a parent or a student directed toward an employee, nor shall any notice thereof be included in said employee's personnel file unless such matter is promptly reported in writing to the employee concerned. If any question of breach of professional ethics is involved, the Association shall be notified. The identity of parents, students and others, and other confidential information, may be withheld to the extent permitted by law.

#### **Article 19 – Professional Improvement**

- A. The salary schedule is designed to provide additional compensation to employees who engage in a program of professional improvement. Prior to taking graduate hours which are intended for advancement on the salary schedule, the employee and the superintendent will meet to discuss the employee's professional growth, including his/her advanced degree intentions and coursework contemplated. Only hours related to the employee's assigned responsibilities approved in advance, and earned after completion of the indicated degree from an accredited college or university, will normally be counted toward advancement horizontally on the salary schedule. To be credited the employee must have completed the course satisfactorily (grade "C" or better or "Pass"). An employee who has earned sufficient qualifying credits to change his/her position on the salary schedule must present a transcript documenting the change by August 25<sup>th</sup> in order for the change to be effective at any time during that School Year. (Exceptions may be made provided the employee can establish she/he has made a diligent effort to obtain either a transcript of his/her credits or a Registrar Letter of Completion, and has notified the Superintendent by August 25<sup>th</sup>).
- B. At the request of the Association, or upon the Agency's initiative, arrangements shall be made for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All employees who are designated by the Agency shall attend.
- C. In order to encourage professional improvement, the Agency will seek to establish a professional library. (This section shall be in lieu of any previous practice of subsidizing individual professional dues).
- D. An employee who requests permission to present at a state or national conference as a representative of the Agency shall first secure written permission from the Superintendent. Invitations for presentation at an international conference must have prior Agency approval. The employee shall identify cost to the Agency and any remuneration they may receive for presenting shall be disclosed at the time of request. Prior to submission of the written request, the employee shall receive approval from the supervisor. The Agency may grant all or a portion of the expenses/days requested.

## Article 20 – Academic Freedom

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

## Article 21 – Professional Behavior

- A. Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Agency or its representatives which are not inconsistent with the provisions of this Agreement, provided an employee may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association recognizes that abuse of sick leave or other leaves, tardiness or absence, deficiencies in professional performance, and other actions that may subject an employee to discipline, reflect adversely upon the Agency's mission and can create undesirable conditions. Disciplinary actions and alleged violations of the Agency Staff Ethics Policy will be promptly reported to the offending employee. In disciplining employees, the principles of progressive discipline will be followed, the degree of discipline dependent upon the severity of the offense, with discipline for minor offenses commencing with verbal and written reprimand(s) prior to suspension or discharge.

## Article 22 – Code of Ethics

Staff will abide by the Agency Staff Ethics Policy and with ethics policies applicable to their profession to the extent not in conflict with Board Policy.

## Article 23 – Salary

- A. The minimum days / minimum hours for classroom teachers will be in accordance with the current Revised School Code and School Aid Act. If the Michigan Department of Education changes the number of days/hours for teacher instruction, the Agency will adjust individual teacher contracts.

The minimum days / minimum hours for other bargaining unit members will also be in accordance with the current Revised School Code and School Aid Act.

- B. All employees shall be paid pursuant to the attached salary schedules on pages 24-27. All scheduled pay increases shall be effective for all employees on July 1 of each year of this agreement.
- C. Salaries shall be paid based upon twenty-six (26) equal or twenty (20) equal installments, bi-weekly.
- D. Pay for employees working more or less than the schedule in A above will be calculated as follows:

$$\frac{\text{Salary} + \text{Longevity Amount}}{181} = \text{Daily Rate of Pay}$$

- E. On the following schedules, a "step" is determined by a full Year worked with the Agency as of the date indicated. An employee who works at least 75% of the number of days required for full-time status within a school year will progress to the next step on July 1. For an employee who works less than 75% of the number of full-time days, their work year credit will be calculated to the nearest tenth of a year, and they will progress to the next step after the year where they achieve the equivalent of one full year.

A new employee with no related experience will be placed on step 1 of the schedule. A new employee with related experience will be placed on a step according to their verifiable, related work experience. One step will be awarded for each full year of experience.

Part-time employees not contributing to MESPRS due to retirement will be placed on Step 13 of the appropriate educational credit column in the applicable year's salary schedule. Retired/rehired

employees do not advance into the longevity steps on the salary schedule. The daily pay rate for retired/rehired employees will be calculated as follows:

Educational Credit Column (Step 13) = Daily Rate of Pay

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- F.
1. Upon written consent by the employee, the Employer will directly deposit the employee's wages in a bank, credit union, or savings & loan association acceptable to the Employer.
  2. Except for deductions required or expressly permitted by law or by this Agreement, the Employer will not deduct from the wages of an employee any amount without the full, free and written consent of the employee. Employees may, through written authorization for payroll deduction, authorize deductions from their wages, with remittance to plans or programs acceptable to the Employer, including but not limited to savings plans and Tax Deferred Annuity programs, provided there are at least five (5) active employees who have submitted written authorization for participation in the particular plan or program. Bargaining unit members presently enrolled in current programs will be grandfathered. Such deductions will be made as provided in the written authorization delivered to the Agency business office. Bargaining unit members will not normally be permitted to make more than a total of two (2) deduction changes per year.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
51															
52															
53															
54	<b>2009-2010 MEA SALARY SCHEDULE (BASED ON 181 DAYS)</b>														
55						Percent Increase on Base				2.00000%					
56	(Based on experience and full years worked as of July 1,														
57															
58															
59		BA		BA+18		MA		MA+15		ED SP, MSW	MA+30	ED SP+15, MSW+15	MA+45	ED SP+30, MSW+30	MA+60
60	<b>SALARY GRID</b>														
61	Step	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary
62	1	100%	30,763	105%	32,301	110%	33,840	115%	35,378	120%	36,916	125%	38,454	130%	39,992
63	2	105%	32,301	110%	33,840	115%	35,378	120%	36,916	125%	38,454	130%	39,992	135%	41,530
64	3	110%	33,840	115%	35,378	120%	36,916	125%	38,454	130%	39,992	135%	41,530	140%	43,068
65	4	115%	35,378	120%	36,916	125%	38,454	130%	39,992	135%	41,530	140%	43,068	145%	44,607
66	5	120%	36,916	125%	38,454	130%	39,992	135%	41,530	140%	43,068	145%	44,607	150%	46,145
67	6	125%	38,454	130%	39,992	135%	41,530	140%	43,068	145%	44,607	150%	46,145	155%	47,683
68	7	130%	39,992	135%	41,530	140%	43,068	145%	44,607	150%	46,145	155%	47,683	160%	49,221
69	8	135%	41,530	140%	43,068	145%	44,607	150%	46,145	155%	47,683	160%	49,221	165%	50,759
70	9	140%	43,068	145%	44,607	150%	46,145	155%	47,683	160%	49,221	165%	50,759	170%	52,297
71	10	145%	44,607	150%	46,145	155%	47,683	160%	49,221	165%	50,759	170%	52,297	175%	53,836
72	11	150%	46,145	155%	47,683	160%	49,221	165%	50,759	170%	52,297	175%	53,836	180%	55,374
73	12	156%	47,991	161%	49,529	166%	51,067	171%	52,605	176%	54,143	181%	55,681	186%	57,220
74	13	164%	50,452	169%	51,990	174%	53,528	179%	55,066	184%	56,602	189%	58,179	194%	59,748
75															
76	<b>LONGEVITY</b>														
77		Addl Amt	Total	Addl Amt	Total	Addl Amt	Total	Addl Amt	Total	Addl Amt	Total	Addl Amt	Total	Addl Amt	Total
78	14	\$ 300	50,752	\$ 300	52,290	\$ 300	53,828	\$ 300	55,366	\$ 300	56,904	\$ 300	58,442	\$ 300	59,978
79	15	\$ 725	51,177	\$ 725	52,715	\$ 725	54,240	\$ 725	55,791	\$ 725	57,316	\$ 725	58,867	\$ 725	60,392
80	16	\$ 1,150	51,602	\$ 1,150	53,140	\$ 1,150	54,670	\$ 1,150	56,216	\$ 1,150	57,746	\$ 1,150	59,822	\$ 1,150	61,868
81	17	\$ 1,575	52,027	\$ 1,575	53,565	\$ 1,575	55,140	\$ 1,575	56,641	\$ 1,575	58,216	\$ 1,575	59,792	\$ 1,575	61,868
82	18	\$ 2,000	52,452	\$ 2,000	53,990	\$ 2,000	55,565	\$ 2,000	57,066	\$ 2,000	58,142	\$ 2,000	60,218	\$ 2,000	62,297
83	19	\$ 2,425	52,877	\$ 2,425	54,415	\$ 2,425	55,990	\$ 2,425	57,491	\$ 2,425	58,567	\$ 2,425	60,643	\$ 2,425	62,722
84	20	\$ 2,850	53,302	\$ 2,850	54,840	\$ 2,850	56,415	\$ 2,850	57,916	\$ 2,850	59,041	\$ 2,850	60,116	\$ 2,850	62,147
85	21	\$ 3,275	53,727	\$ 3,275	55,265	\$ 3,275	56,840	\$ 3,275	58,341	\$ 3,275	59,417	\$ 3,275	60,493	\$ 3,275	62,572
86	22	\$ 3,700	54,152	\$ 3,700	55,690	\$ 3,700	57,265	\$ 3,700	58,766	\$ 3,700	59,842	\$ 3,700	60,918	\$ 3,700	62,997
87	23	\$ 4,125	54,577	\$ 4,125	56,115	\$ 4,125	57,690	\$ 4,125	59,191	\$ 4,125	60,267	\$ 4,125	61,343	\$ 4,125	63,422
88	24	\$ 4,550	55,002	\$ 4,550	56,540	\$ 4,550	58,115	\$ 4,550	59,616	\$ 4,550	60,692	\$ 4,550	61,803	\$ 4,550	63,847
89	25	\$ 4,975	55,427	\$ 4,975	56,965	\$ 4,975	58,540	\$ 4,975	60,041	\$ 4,975	61,117	\$ 4,975	62,222	\$ 4,975	64,272
90	26	\$ 5,400	55,852	\$ 5,400	57,390	\$ 5,400	58,965	\$ 5,400	60,466	\$ 5,400	61,542	\$ 5,400	62,647	\$ 5,400	64,697
91	27	\$ 5,825	56,277	\$ 5,825	57,815	\$ 5,825	59,390	\$ 5,825	60,891	\$ 5,825	62,017	\$ 5,825	63,072	\$ 5,825	65,122
92	28	\$ 6,250	56,702	\$ 6,250	58,240	\$ 6,250	59,815	\$ 6,250	61,316	\$ 6,250	62,442	\$ 6,250	63,503	\$ 6,250	65,547
93	29	\$ 6,675	57,127	\$ 6,675	58,665	\$ 6,675	60,240	\$ 6,675	61,741	\$ 6,675	62,867	\$ 6,675	63,928	\$ 6,675	65,972
94	30	\$ 7,100	57,552	\$ 7,100	59,090	\$ 7,100	60,665	\$ 7,100	62,166	\$ 7,100	63,292	\$ 7,100	64,303	\$ 7,100	66,397
95															
96															



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
97																
98																
99																
100	<b>2010-2011 MEA SALARY SCHEDULE (BASED ON 181 DAYS)</b>															
101					Percent Increase on Base				2.00000%							
102																
103																
104		BA		BA+18		MA		MA+15		ED SP, MSW MA+30		ED SP+15, MSW+15 MA+45		ED SP+30, MSW+30 MA+60		
105	Step	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	
106	1	100%	31,378	105%	32,947	115%	36,085	125%	39,223	130%	40,792	135%	42,361	140%	43,930	
107	2	105%	32,947	110%	34,516	120%	37,654	130%	40,792	135%	42,361	140%	43,930	145%	45,499	
108	3	110%	34,516	115%	36,085	125%	39,223	135%	42,361	140%	43,930	145%	45,499	150%	47,068	
109	4	115%	36,085	120%	37,654	130%	40,792	140%	43,930	145%	45,499	150%	47,068	155%	48,637	
110	5	120%	37,654	125%	39,223	135%	42,361	145%	45,499	150%	47,068	155%	48,637	160%	50,206	
111	6	125%	39,223	130%	40,792	140%	43,930	150%	47,068	155%	48,637	160%	50,206	165%	51,774	
112	7	130%	40,792	135%	42,361	145%	45,499	155%	48,637	160%	50,206	165%	51,774	170%	53,343	
113	8	135%	42,361	140%	43,930	150%	47,068	160%	50,206	165%	51,774	170%	53,343	175%	54,912	
114	9	140%	43,930	145%	45,499	155%	48,637	165%	51,774	170%	53,343	175%	54,912	180%	56,481	
115	10	145%	45,499	150%	47,068	160%	50,206	170%	53,343	175%	54,912	180%	56,481	185%	58,050	
116	11	150%	47,068	155%	48,637	165%	51,774	175%	54,912	180%	56,481	185%	58,050	190%	59,619	
117	12	156%	48,950	161%	50,519	171%	53,657	181%	56,795	186%	58,364	191%	59,933	196%	61,502	
118	13	164%	51,461	169%	53,030	179%	56,167	189%	59,305	196%	61,502	199%	62,443	204%	64,012	
119																
120		Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	
121	14	\$ 300	51,761	\$ 300	53,330	\$ 300	56,467	\$ 300	59,605	\$ 400	61,902	\$ 400	62,843	\$ 400	64,412	
122	15	\$ 725	52,186	\$ 725	53,755	\$ 725	56,892	\$ 725	60,030	\$ 925	62,427	\$ 925	63,368	\$ 925	64,937	
123	16	\$ 1,150	52,611	\$ 1,150	54,180	\$ 1,150	57,317	\$ 1,150	60,455	\$ 1,450	62,952	\$ 1,450	63,893	\$ 1,450	65,462	
124	17	\$ 1,575	53,036	\$ 1,575	54,605	\$ 1,575	57,742	\$ 1,575	60,880	\$ 1,975	63,477	\$ 1,975	64,418	\$ 1,975	65,987	
125	18	\$ 2,000	53,461	\$ 2,000	55,030	\$ 2,000	58,167	\$ 2,000	61,305	\$ 2,500	64,002	\$ 2,500	64,943	\$ 2,500	66,512	
126	19	\$ 2,425	53,886	\$ 2,425	55,455	\$ 2,425	58,592	\$ 2,425	61,730	\$ 3,025	64,527	\$ 3,025	65,468	\$ 3,025	67,037	
127	20	\$ 2,850	54,311	\$ 2,850	55,880	\$ 2,850	59,017	\$ 2,850	62,155	\$ 3,550	65,052	\$ 3,550	65,993	\$ 3,550	67,562	
128	21	\$ 3,275	54,736	\$ 3,275	56,305	\$ 3,275	59,442	\$ 3,275	62,580	\$ 4,075	65,577	\$ 4,075	66,518	\$ 4,075	68,087	
129	22	\$ 3,700	55,161	\$ 3,700	56,730	\$ 3,700	59,867	\$ 3,700	63,005	\$ 4,600	66,102	\$ 4,600	67,043	\$ 4,600	68,612	
130	23	\$ 4,125	55,586	\$ 4,125	57,155	\$ 4,125	60,292	\$ 4,125	63,430	\$ 5,125	66,627	\$ 5,125	67,568	\$ 5,125	69,137	
131	24	\$ 4,550	56,011	\$ 4,550	57,580	\$ 4,550	60,717	\$ 4,550	63,855	\$ 5,650	67,152	\$ 5,650	68,093	\$ 5,650	69,662	
132	25	\$ 4,975	56,436	\$ 4,975	58,005	\$ 4,975	61,142	\$ 4,975	64,280	\$ 6,175	67,677	\$ 6,175	68,618	\$ 6,175	70,187	
133	26	\$ 5,400	56,861	\$ 5,400	58,430	\$ 5,400	61,567	\$ 5,400	64,705	\$ 6,700	68,202	\$ 6,700	69,143	\$ 6,700	70,712	
134	27	\$ 5,825	57,286	\$ 5,825	58,855	\$ 5,825	61,992	\$ 5,825	65,130	\$ 7,225	68,727	\$ 7,225	69,668	\$ 7,225	71,237	
135	28	\$ 6,250	57,711	\$ 6,250	59,280	\$ 6,250	62,417	\$ 6,250	65,555	\$ 7,750	69,252	\$ 7,750	70,193	\$ 7,750	71,762	
136	29	\$ 6,675	58,136	\$ 6,675	59,705	\$ 6,675	62,842	\$ 6,675	65,980	\$ 8,275	69,777	\$ 8,275	70,718	\$ 8,275	72,287	
137	30	\$ 7,100	58,561	\$ 7,100	60,130	\$ 7,100	63,267	\$ 7,100	66,405	\$ 8,800	70,302	\$ 8,800	71,243	\$ 8,800	72,812	
138																
139																

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
140																			
141																			
142																			
143	<b>2011-2012 MEA SALARY SCHEDULE (BASED ON 181 DAYS)</b>																		
144					Percent Increase on Base				2.00000%										
145																			
146																			
147		BA				BA+18				MA				ED SP, MSW		ED SP+15, MSW+15		ED SP+30, MSW+30	
148	Step	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary		
149	1	100%	32,006	105%	33,606	115%	36,807	125%	40,008	130%	41,608	135%	43,208	140%	44,808	145%	46,409		
150	2	105%	33,606	110%	35,207	120%	38,407	130%	41,608	135%	43,208	140%	44,808	145%	46,409	150%	48,009		
151	3	110%	35,207	115%	36,807	125%	40,008	135%	43,208	140%	44,808	145%	46,409	150%	48,009	155%	49,609		
152	4	115%	36,807	120%	38,407	130%	41,608	140%	44,808	145%	46,409	150%	48,009	155%	49,609	160%	51,210		
153	5	120%	38,407	125%	40,008	135%	43,208	145%	46,409	150%	48,009	155%	49,609	160%	51,210	165%	52,810		
154	6	125%	40,008	130%	41,608	140%	44,808	150%	48,009	155%	49,609	160%	51,210	165%	52,810	170%	54,410		
155	7	130%	41,608	135%	43,208	145%	46,409	155%	49,609	160%	51,210	165%	52,810	170%	54,410	175%	56,011		
156	8	135%	43,208	140%	44,808	150%	48,009	160%	51,210	165%	52,810	170%	54,410	175%	56,011	180%	57,611		
157	9	140%	44,808	145%	46,409	155%	49,609	165%	52,810	170%	54,410	175%	56,011	180%	57,611	185%	59,211		
158	10	145%	46,409	150%	48,009	160%	51,210	170%	54,410	175%	56,011	180%	57,611	185%	59,211	190%	60,811		
159	11	150%	48,009	155%	49,609	165%	52,810	175%	56,011	180%	57,611	185%	59,211	191%	61,132	196%	62,732		
160	12	156%	49,929	161%	51,530	171%	54,730	181%	57,931	186%	59,531	191%	61,132	196%	62,732	204%	65,292		
161	13	164%	52,490	169%	54,090	179%	57,291	189%	60,491	196%	62,732	199%	63,692						
162																			
163		Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary		
164	14	\$ 300	52,790	\$ 300	54,390	\$ 300	57,591	\$ 300	60,791	\$ 400	63,132	\$ 400	64,092	\$ 400	65,692	\$ 400	66,217		
165	15	\$ 725	53,215	\$ 725	54,815	\$ 725	58,016	\$ 725	61,216	\$ 925	63,657	\$ 925	64,617	\$ 925	66,217	\$ 925	67,742		
166	16	\$ 1,150	53,640	\$ 1,150	55,240	\$ 1,150	58,441	\$ 1,150	61,641	\$ 1,450	64,182	\$ 1,450	65,142	\$ 1,450	66,742	\$ 1,450	67,867		
167	17	\$ 1,575	54,065	\$ 1,575	55,665	\$ 1,575	58,866	\$ 1,575	62,066	\$ 1,975	64,707	\$ 1,975	65,667	\$ 1,975	67,267	\$ 1,975	68,392		
168	18	\$ 2,000	54,490	\$ 2,000	56,090	\$ 2,000	59,291	\$ 2,000	62,491	\$ 2,500	65,232	\$ 2,500	66,192	\$ 2,500	67,792	\$ 2,500	68,917		
169	19	\$ 2,425	54,915	\$ 2,425	56,515	\$ 2,425	59,716	\$ 2,425	62,916	\$ 3,025	65,757	\$ 3,025	66,717	\$ 3,025	68,317	\$ 3,025	69,042		
170	20	\$ 2,850	55,340	\$ 2,850	56,940	\$ 2,850	60,141	\$ 2,850	63,341	\$ 3,550	66,282	\$ 3,550	67,242	\$ 3,550	68,842	\$ 3,550	70,042		
171	21	\$ 3,275	55,765	\$ 3,275	57,365	\$ 3,275	60,566	\$ 3,275	63,766	\$ 4,075	66,807	\$ 4,075	67,767	\$ 4,075	69,367	\$ 4,075	70,167		
172	22	\$ 3,700	56,190	\$ 3,700	57,790	\$ 3,700	60,991	\$ 3,700	64,191	\$ 4,600	67,332	\$ 4,600	68,292	\$ 4,600	69,892	\$ 4,600	70,287		
173	23	\$ 4,125	56,615	\$ 4,125	58,215	\$ 4,125	61,416	\$ 4,125	64,616	\$ 5,125	67,857	\$ 5,125	68,817	\$ 5,125	70,417	\$ 5,125	71,017		
174	24	\$ 4,550	57,040	\$ 4,550	58,640	\$ 4,550	61,841	\$ 4,550	65,041	\$ 5,650	68,382	\$ 5,650	69,342	\$ 5,650	70,942	\$ 5,650	71,167		
175	25	\$ 4,975	57,465	\$ 4,975	59,065	\$ 4,975	62,266	\$ 4,975	65,466	\$ 6,175	68,907	\$ 6,175	69,867	\$ 6,175	71,467	\$ 6,175	71,287		
176	26	\$ 5,400	57,890	\$ 5,400	59,490	\$ 5,400	62,691	\$ 5,400	65,891	\$ 6,700	69,432	\$ 6,700	70,392	\$ 6,700	71,992	\$ 6,700	72,017		
177	27	\$ 5,825	58,315	\$ 5,825	59,915	\$ 5,825	63,116	\$ 5,825	66,316	\$ 7,225	69,957	\$ 7,225	70,917	\$ 7,225	72,517	\$ 7,225	72,137		
178	28	\$ 6,250	58,740	\$ 6,250	60,340	\$ 6,250	63,541	\$ 6,250	66,741	\$ 7,750	70,482	\$ 7,750	71,442	\$ 7,750	73,042	\$ 7,750	72,257		
179	29	\$ 6,675	59,165	\$ 6,675	60,765	\$ 6,675	63,966	\$ 6,675	67,166	\$ 8,275	71,007	\$ 8,275	71,967	\$ 8,275	73,567	\$ 8,275	72,377		
180	30	\$ 7,100	59,590	\$ 7,100	61,190	\$ 7,100	64,391	\$ 7,100	67,591	\$ 8,800	71,532	\$ 8,800	72,492	\$ 8,800	74,092	\$ 8,800	72,492		
181																			
182																			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
183																
184																
185																
186	<b>2012-2013 MEA SALARY SCHEDULE (BASED ON 181 DAYS)</b>															
187					Percent Increase on Base				2.00000%							
188																
189																
190		BA		BA+18		MA		MA+15		ED SP, MSW MA+30		ED SP+15, MSW+15 MA+45		ED SP+30, MSW+30 MA+60		
191	Step	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	% of Base	Salary	
192	1	100%	32,646	105%	34,278	115%	37,543	125%	40,808	130%	42,440	135%	44,072	140%	45,705	
193	2	105%	34,278	110%	35,911	120%	39,175	130%	42,440	135%	44,072	140%	45,705	145%	47,337	
194	3	110%	35,911	115%	37,543	125%	40,808	135%	44,072	140%	45,705	145%	47,337	150%	48,969	
195	4	115%	37,543	120%	39,175	130%	42,440	140%	45,705	145%	47,337	150%	48,969	155%	50,602	
196	5	120%	39,175	125%	40,808	135%	44,072	145%	47,337	150%	48,969	155%	50,602	160%	52,234	
197	6	125%	40,808	130%	42,440	140%	45,705	150%	48,969	155%	50,602	160%	52,234	165%	53,866	
198	7	130%	42,440	135%	44,072	145%	47,337	155%	50,602	160%	52,234	165%	53,866	170%	55,498	
199	8	135%	44,072	140%	45,705	150%	48,969	160%	52,234	165%	53,866	170%	55,498	175%	57,131	
200	9	140%	45,705	145%	47,337	155%	50,602	165%	53,866	170%	55,498	175%	57,131	180%	58,763	
201	10	145%	47,337	150%	48,969	160%	52,234	170%	55,498	175%	57,131	180%	58,763	185%	60,395	
202	11	150%	48,969	155%	50,602	165%	53,866	175%	57,131	180%	58,763	185%	60,395	190%	62,028	
203	12	156%	50,928	161%	52,560	171%	55,825	181%	59,090	186%	60,722	191%	62,354	196%	63,986	
204	13	164%	53,540	169%	55,172	179%	58,437	189%	61,701	196%	63,986	199%	64,966	204%	66,598	
205																
206		Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	Addl Amt	Salary	
207	14	\$ 300	53,840	\$ 300	55,472	\$ 300	58,737	\$ 300	62,001	\$ 400	64,386	\$ 400	65,366	\$ 400	66,998	
208	15	\$ 725	54,265	\$ 725	55,897	\$ 725	59,162	\$ 725	62,426	\$ 925	64,911	\$ 925	65,891	\$ 925	67,523	
209	16	\$ 1,150	54,690	\$ 1,150	56,322	\$ 1,150	59,587	\$ 1,150	62,851	\$ 1,450	65,436	\$ 1,450	66,416	\$ 1,450	68,048	
210	17	\$ 1,575	55,115	\$ 1,575	56,747	\$ 1,575	60,012	\$ 1,575	63,276	\$ 1,975	65,961	\$ 1,975	66,941	\$ 1,975	68,573	
211	18	\$ 2,000	55,540	\$ 2,000	57,172	\$ 2,000	60,437	\$ 2,000	63,701	\$ 2,500	66,486	\$ 2,500	67,466	\$ 2,500	69,098	
212	19	\$ 2,425	55,965	\$ 2,425	57,597	\$ 2,425	60,862	\$ 2,425	64,126	\$ 3,025	67,011	\$ 3,025	67,991	\$ 3,025	69,623	
213	20	\$ 2,850	56,390	\$ 2,850	58,022	\$ 2,850	61,287	\$ 2,850	64,551	\$ 3,550	67,536	\$ 3,550	68,516	\$ 3,550	70,148	
214	21	\$ 3,275	56,815	\$ 3,275	58,447	\$ 3,275	61,712	\$ 3,275	64,976	\$ 4,075	68,061	\$ 4,075	69,041	\$ 4,075	70,673	
215	22	\$ 3,700	57,240	\$ 3,700	58,872	\$ 3,700	62,137	\$ 3,700	65,401	\$ 4,600	68,586	\$ 4,600	69,566	\$ 4,600	71,198	
216	23	\$ 4,125	57,665	\$ 4,125	59,297	\$ 4,125	62,562	\$ 4,125	65,826	\$ 5,125	69,111	\$ 5,125	70,091	\$ 5,125	71,723	
217	24	\$ 4,550	58,090	\$ 4,550	59,722	\$ 4,550	62,987	\$ 4,550	66,251	\$ 5,650	69,636	\$ 5,650	70,616	\$ 5,650	72,248	
218	25	\$ 4,975	58,515	\$ 4,975	60,147	\$ 4,975	63,412	\$ 4,975	66,676	\$ 6,175	70,161	\$ 6,175	71,141	\$ 6,175	72,773	
219	26	\$ 5,400	58,940	\$ 5,400	60,572	\$ 5,400	63,837	\$ 5,400	67,101	\$ 6,700	70,686	\$ 6,700	71,666	\$ 6,700	73,298	
220	27	\$ 5,825	59,365	\$ 5,825	60,997	\$ 5,825	64,262	\$ 5,825	67,526	\$ 7,225	71,211	\$ 7,225	72,191	\$ 7,225	73,823	
221	28	\$ 6,250	59,790	\$ 6,250	61,422	\$ 6,250	64,687	\$ 6,250	67,951	\$ 7,750	71,736	\$ 7,750	72,716	\$ 7,750	74,348	
222	29	\$ 6,675	60,215	\$ 6,675	61,847	\$ 6,675	65,112	\$ 6,675	68,376	\$ 8,275	72,261	\$ 8,275	73,241	\$ 8,275	74,873	
223	30	\$ 7,100	60,640	\$ 7,100	62,272	\$ 7,100	65,537	\$ 7,100	68,801	\$ 8,800	72,786	\$ 8,800	73,766	\$ 8,800	75,398	
224																
225																

## Article 24 – Insurance

Upon submission of written application, the Agency agrees to provide the following insurance programs, according to family status:

- A. MESSA Choices II, with a \$50/\$100 deductible (The Agency will reimburse the employee the equivalent of the insurance deductible upon submission of individual claim documentation.) and a \$5/\$10 prescription co-pay (\$5 for generic/\$10 for name brand). Employees can elect to retain MESSA Super Care coverage, but would be responsible for the premium difference between MESSA Super Care and MESSA Choices II. Beginning **July 1, 2010**, employees will move to a \$10/\$20 prescription co-pay (\$10 for generic/\$20 for name brand). Beginning **July 1, 2011**, all employees will contribute \$50 per month toward the purchase of their insurance. Beginning **July 1, 2012**, all employees will contribute \$75 per month toward the purchase of their insurance. The monthly contribution is in addition to payment made for premium difference between MESSA Super Care and MESSA Choices II.

The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$3,000.00 per year. The employer's qualified plan, which complies with Section 125 of the Internal Revenue Code, specifies the methods by which the cash option will be implemented.

The amount of the cash payment received may be applied by a bargaining unit member to a Tax-Deferred Annuity or as a cash option. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

- B. The Agency shall provide Group Life Insurance protection in the amount of \$40,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Carrier selected shall provide for continuation of a percentage of above coverage at group rates by payroll deduction from retiree's State Teacher's Retirement checks.
- C. Dependent life insurance in an amount not exceeding one-half of the employee's benefit will be available on an optional basis, at employee expense.
- D. The Agency shall provide Long Term Disability Insurance for each regular full-time member of the bargaining unit provided that the premium for such insurance shall not exceed 0.47% (0.0047) of the member's gross salary. 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 month of disability. The benefits shall be 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. Upon submission of acceptable Medical Certification regarding the severity and length of disability, the Agency will continue payment of the long term disability premium until such time as the employee reaches age 65, is no longer disabled or until premiums are waived by the insurance carrier as set forth in their rules and regulations.
- E. The Agency shall provide a self-funded dental program through a third party administrator selected by the Agency at a comparable benefit level to that provided in Appendix A.
- F. The Agency will pay premiums necessary to provide MESSA Vision Plan VSP-3 for each eligible employee.
- G. The Agency shall pay the appropriate premiums for health, group life, long term disability and vision coverage as specified above based on the following:
  - 1. If the employee is scheduled to work, and actually works, or is on paid leave 75% or more full-time equivalent days of the possible work days within a School Year, the Agency will make full insurance premium payments for the School Year.

2. If the employee is hired to work normal, full days, but is not contracted for, or does not actually work, or is not on paid leave at least 75% full-time equivalent days of the possible work days within the School Year the Agency will make insurance premium payments based on the following formula:

(Number of days in contract) DIVIDED BY (181 days) MULTIPLIED BY (12 months) EQUALS (number of months of full health insurance)

The result of this calculation will be prorated to the nearest whole month.

3. Employees working less than full work days or work weeks for a School Year will receive less than full premium payments as follows:
    - a. If the employee is scheduled to work 50% or more but less than 75% full-time equivalent days of the possible work days within the School Year, the Agency will make  $\frac{1}{2}$  of the insurance premium payments for the School Year.
    - b. If the employee is scheduled to work less than 50% full-time equivalent days of the possible work days within a School Year, the Agency will make no insurance premium payments.
  4. For employees working full days for the full School Year, who continue in the employment of the Agency following June 30 with the expectation of returning to active employment at the end of the summer break, the Agency will continue payment of insurance premiums for health, group life, long term disability and vision insurance, and will continue dental benefits, for the months of July and August, unless the employee's employment is earlier terminated (or the employee is laid off), voluntarily or involuntarily. At the beginning of each School Year, each employee who has signed a contract to work for the Agency for the Year (July 1 through June 30) will receive such benefits. (If the employee expects to return to active employment at the end of the summer break, but the Agency has not yet provided them with the opportunity to sign a contract for the School Year, such benefits will be continued until such time as a contract is available for the employee to sign, or until it has been confirmed the employee does not intend to return to active employment.) Should any such employee for whom insurance benefits were continued during the summer break fail to return to full-time active employment with the Agency at the end of the summer break, the employee will reimburse the Agency for any premiums paid, and/or benefits provided by the Agency during the summer break.
  5. Dental benefits will be provided in full for employees working more than 50% full-time equivalent days of the possible work days within a School Year as described above. If the employee is scheduled to work less than 50% full-time equivalent days the Agency will provide no dental benefits.
  6. Should a bargaining unit member agree to a voluntary reduction in the number of work hours or the work year, that employee will be entitled to Employer insurance payment of premiums for health, group life, and vision insurance, and dental benefits, as specified above provided that prior to taking such reduction the employee was scheduled to work the number of days which entitled him to benefits as specified herein.
- H. The Administration will post notification in each building informing bargaining unit members of the open enrollment period. The Administration will inform and explain the fringe benefit options to new employees.

If an individual member has a change in personal status (marriage, newborn, etc.) it is the individual's responsibility to inform the Business Office of any changes in status.

I. Agency's Obligation; Employee's Responsibility

1. Except as otherwise specifically provided in this Agreement, or when otherwise required under the Family and Medical Leave Act, the Agency's obligation for payment of premium shall exist with respect to any employee only while the employees' salary continues to be fully paid by the

Agency. If the employee wishes to continue coverage during any period with respect to which the Agency's obligation does not exist or apply, or is in dispute, the employee shall have sole responsibility for making all arrangements necessary for the continuance of such coverage at the employee's own expense. No coverage is provided for any employee beyond the end of the month of their termination of employment with the Agency. The Agency by payment of the cost of such coverage as herein specified shall be relieved of any further obligation or liability with respect to the benefits of such coverage.

2. All eligible employees must make proper application for insurance enrollment in advance. The effective date for enrollment or for changes in coverage is the later of the employee's eligibility or the earliest date permitted by the insurance company following notification of such enrollment/change by the Agency. The Agency will notify the insurance company of any enrollment changes requested by the employee within a reasonable period following notification of the Agency by the employee. Any eligible employee desiring to continue coverage at his/her own expense shall make proper application with the Agency. The responsibility for making any such payments shall be the sole responsibility of the employee provided he/she may make proper arrangements for such payments through the Agency. It is the employee's sole responsibility to assure that he/she has his/her desired insurance coverage.

#### Article 25 – Duration

All articles of this Agreement shall be effective July 1, 2009 through June 30, 2013. Either party may terminate this Agreement as of June 30, 2013 by giving written notice to the other party on or before March 1, 2013. 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<sup>st</sup> of any subsequent Agreement anniversary date.

MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY

By Paula Saari  
Paula Saari, School Board President

By Barbara Hermann  
Barbara Hermann, School Board Secretary

MARQUETTE-ALGER EDUCATION ASSOCIATION

By Dave Cowell  
Dave Cowell, President

By Jan Poberezny  
Jan Poberezny, Secretary

MICHIGAN EDUCATION ASSOCIATION

By Steve Skang  
Uniserv Director

## APPENDIX A

### SUMMARY OF DENTAL PLAN BENEFITS - Marquette-Alger Regional Educational Service Agency ("Agency")

1. PLAN EFFECTIVE DATE - October 1, 1989
2. WAITING PERIOD - Employees who are eligible for dental benefits are automatically covered on the first day of the month following the date of hire.
3. ELIGIBLE PERSONS - All certified and approved employees of the employer. Also eligible are your legal spouse and dependent children, to-wit: Eligible Persons (dependents) include your spouse and your unmarried children from birth until the end of the calendar year of their 19<sup>th</sup> birthday, your unmarried children who are between the ages of 19 and the end of the calendar year of their 25<sup>th</sup> birthday and your unmarried children who are full-time students at any age. Unmarried children between the ages of 19 and 25 and unmarried children who are full-time students, age 25 or older, must be dependent on you for a majority of their support.  
NOTE: If your child is mentally or physically disabled when coverage would terminate due to his/her age, coverage may be continued by submitting to the Agency within thirty-one (31) days prior to termination, written proof that your child is incapable of self sustaining employment by reason of mental or physical handicap and that your child is dependent upon you for the majority of his/her support and maintenance. The coverage on your child may be continued, but not beyond the termination of such incapacity and such dependence. Under no circumstances will mental illness be considered a cause of incapacity nor will it be considered a basis for continued coverage. Medical Certification certifying the existence of the physical or mental incapacity described must be submitted to the Agency in such form as the Agency may prescribe.
4. SELECTED BENEFITS  
Class I - Basic Dental Services; Class II - Prosthodontic Dental Services; Class III - Orthodontic Dental Services (to age 19)
5. SELECTED PERCENTAGES  
Class I - 100% (diagnostic, preventive, and emergency palliative); Class I - 90% (balance of Class I, including radiographs); Class II - 90%; Class III - 90%
6. MAXIMUM CONTRACT BENEFIT - \$1,000 per person per contract year on Class I and Class II. The Agency's payment for Class III shall not exceed a lifetime maximum of \$1,500 per eligible person.
7. DEDUCTIBLE - None
8. ENROLLMENT - Where two subscribers are enrolled under the same group and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under separate contracts. For eligible dependent children, the contract of the subscriber whose birthday anniversary (month/day) occurs earlier in the calendar year shall be primary.

#### CLASS I BENEFITS:

1. DIAGNOSTIC SERVICES:  
Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: examinations; consultations; diagnosis and diagnostic aids.
2. PREVENTIVE SERVICES:  
Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.
3. RESTORATIVE SERVICES  
Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. Major and Minor restorations are not limited to those listed above.
4. ORAL SURGERY SERVICES:  
Extraction and other oral surgery procedures usually employed by a dentist.
5. ENDODONTIC SERVICES:  
Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e., root canals).
6. PERIODONTIC SERVICES:  
Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

#### CLASS II BENEFITS:

Prosthodontic services defined as bridges and partial and complete dentures. In other words, appliances that replace missing natural teeth.

#### CLASS III BENEFITS:

Orthodontic services defined as treatment and procedures required for the correction of malposed teeth.

## APPENDIX B MILEAGE

### ALLOWABLE MILEAGE REIMBURSEMENT FOR TRANSACTING AGENCY RELATED BUSINESS

1. Board policy states: Employees who use their personal car for Agency business will be reimbursed at the Internal Revenue Service Rate (IRS) per mile. Mileage will be determined by the most direct way between destinations.
2. The employee and department administrator should have a prior understanding of how mileage will be reimbursed for Agency business activities.
3. If an employee's normal assignment is to one school district, mileage reimbursement will not be allowable except for school related travel between buildings in that district or when required outside of that district.
4. Mileage reimbursement from home to the Agency Administration Building when the normal work day begins at the office is not an allowable expense.

By way of illustration, the following explains claims for mileage reimbursement.

1. If an employee's assignment is changed to another specific work location, the financial impact of that change will be discussed with the employee prior to said assignment.
2. If an employee serves multiple districts and leaves from home, mileage may be claimed from home or the Agency Administration Building, whichever is shorter by the most direct route.
3. If an employee serves the same two districts daily, mileage reimbursement will not be allowable from his/her home to the first district; however, if she/he needs to travel to a second district or outside that district, mileage reimbursement can be claimed.
4. If a consultant is assigned to serve multiple districts, actual miles from home to the first district or from the Agency Administration Building, whichever is less, may be claimed for reimbursement.
5. If a consultant starts the day at the Agency Administration Building and then visits a school district and goes directly home, mileage reimbursement may be claimed from the Agency Administration Building to the school district and back or the Agency Administration Building to the school district then home, whichever is shorter.

If a disagreement arises between the employee and immediate supervisor outside the general guidelines established above, the matter can be forwarded to the Labor-Management Committee for study and possible resolution. If the matter cannot be resolved, the employee may utilize the contractual grievance procedure.