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MASTER AGREEMENT

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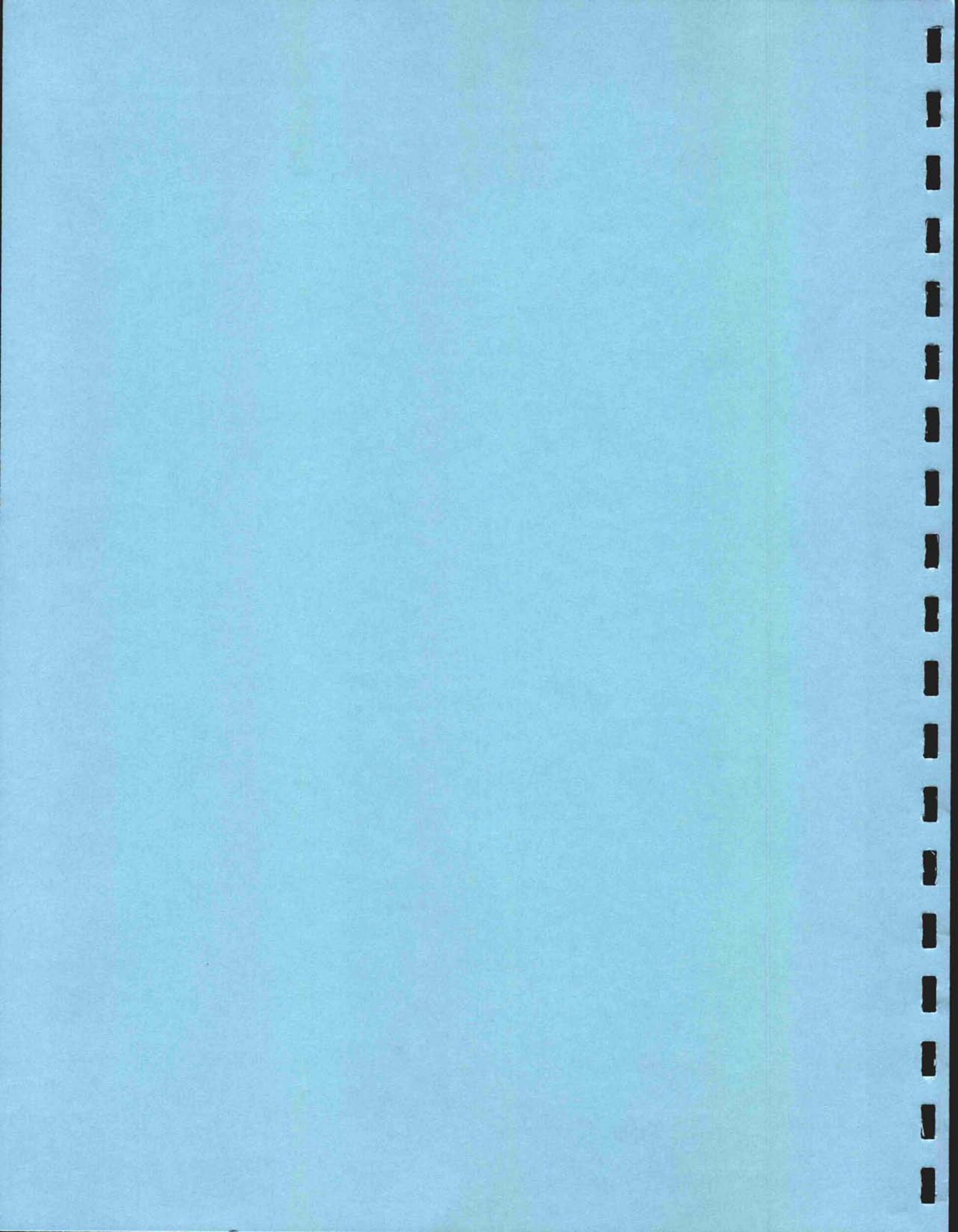
MAISD BOARD OF EDUCATION

and

**MAISD DISTRICT EMPLOYEES
CHAPTER OF LOCAL 2565, COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

Marquette-Alger Intermediate School District

- July 1, 1997 – June 30, 1998
- July 1, 1998 – June 30, 1999
- July 1, 1999 – June 30, 2000
- July 1, 2000 – June 30, 2001



INDEX

		Page
	Agreement	3
	Purpose and Intent	3
ARTICLE 1	- Recognition/Employees Covered	3
ARTICLE 2	- School District's Right to Manage	4
ARTICLE 3	- Union Security (Agency Shop)	4
ARTICLE 4	- Dues Check Off	5
ARTICLE 5	- Payroll Deduction	5
ARTICLE 6	- Authorization Form	5
ARTICLE 7	- Representation Fee Check-Off	6
ARTICLE 8	- Remittance of Dues and Fees and Payroll Deductions	6
ARTICLE 9	- Union Representation	6
ARTICLE 10	- Special Conferences	7
ARTICLE 11	- Grievance Procedure	7
ARTICLE 12	- Payment of Backpay Claims	9
ARTICLE 13	- Discipline, Suspension and Discharge	9
ARTICLE 14	- Seniority, Probationary Employees	9
ARTICLE 15	- Seniority Lists	10
ARTICLE 16	- Loss of Seniority	10
ARTICLE 17	- Seniority of Officers and Stewards	10
ARTICLE 18	- Layoff Defined	11
ARTICLE 19	- Recall Procedure	11
ARTICLE 20	- Transfer	11
ARTICLE 21	- Job Posting and Bidding Procedures	12
ARTICLE 22	- Employee Evaluation	12
ARTICLE 23	- Veterans, Reinstatement of	13
ARTICLE 24	- Leaves of Absence	13
ARTICLE 25	- Union Bulletin Boards	15
ARTICLE 26	- Rates for New Jobs	15
ARTICLE 27	- Temporary Assignments	15
ARTICLE 28	- Supplemental and Occasional Work Assignments	15
ARTICLE 29	- Jury Duty	16
ARTICLE 30	- Workmen's Compensation – On-the-job Injury	16
ARTICLE 31	- Workshops and Training Programs	16
ARTICLE 32	- Working Hours	16
ARTICLE 33	- Sick Leave	16
ARTICLE 34	- Funeral Leave	18
ARTICLE 35	- Terminal Leave	18
ARTICLE 36	- Personal Leave	18
ARTICLE 37	- Extreme Weather Days	18
ARTICLE 38	- Time and One-Half	18
ARTICLE 39	- Vacation Eligibility	19
ARTICLE 40	- Holidays	19

ARTICLE 41	- Pay Advance	19
ARTICLE 42	- Hospital, Life, Disability and Dental insurance	20
ARTICLE 43	- Computation of Benefits	21
ARTICLE 44	- Waiver	21
ARTICLE 45	- Contracting and Sub-Contracting of Work	22
ARTICLE 46	- Consolidation or Elimination of Jobs	22
ARTICLE 47	- Volunteer Work	22
ARTICLE 48	- Work Performed by Supervisors	22
ARTICLE 49	- Distribution of Agreement	22
ARTICLE 50	- Strikes and Work Interruptions	22
ARTICLE 51	- Termination and Modification	23
ARTICLE 52	- Retroactivity	23
APPENDIX A	Dental Coverage Schedule	24
APPENDIX B	Vision Coverage Schedule	25
APPENDIX C	Retirement	26
APPENDIX D	Wage Rates	26
	WAGE SCHEDULE, 1997-98	27
	WAGE SCHEDULE, 1998-99	28
	WAGE SCHEDULE, 1999-00	29
	WAGE SCHEDULE, 2000-01	30
APPENDIX E	Longevity Compensation Plan	31
APPENDIX F	Position Classification	32
EXECUTION OF DOCUMENT		33

AGREEMENT

THIS AGREEMENT entered into on the 14th day of September, 1998, between the Marquette-Alger Intermediate School District (hereinafter referred to as the "School District"), and the non-certified employees of the Marquette-Alger Intermediate School District, Chapter of Local 2565, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION / EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, the School District does hereby recognize the Union as the exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the School District as defined in Appendix D - Position Classification.

Definition:

- A. Full-time employees are those who are regularly scheduled to work thirty (30) or more hours per week. Full-time employees are entitled to all fringe benefits outlined in this Agreement. If during the term of this Agreement, teachers' hours or work schedules are reduced in such a manner that would impact on employees' benefits, the parties agree to reopen at the request of either party.
- B. Regular part-time employees, who are regularly scheduled to work twenty (20) to thirty (30) hours per week, are entitled to one-half (1/2) fringe benefits as specified in this Agreement.
- C. Irregular part-time employees regularly scheduled to work less than twenty (20) hours per week will not receive any fringe benefits specified in this Agreement.
- D. Substitute employees are those employees hired for either full, regular part-time or irregular part-time work as a substitute for a regular employee who is absent from work. However, the substitute employee may only work for a limited period of time, not to exceed four weeks (except as provided in Article 26 Section D). When a substitute employee has worked four (4) consecutive weeks and it retained as a regular full-time, part-time or irregular part-time employee, the employee's official hiring date shall be the first day of the preceding four (4) week period. At this point the substitute will become a bargaining unit member. Substitute employees shall not be used to circumvent Article 20 and 26.
- E. Temporary employees are those employees who are scheduled to work a specified assignment for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition previously agreed to by the Union and Management.

ARTICLE 2 - SCHOOL DISTRICTS RIGHT TO MANAGE

- A. The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States except as modified by the terms of this agreement. All policies of the Board of education on behalf of the District as stated in Board of Education Policies, Board of Education Minutes or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. It agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the School District to manage and operate the school system. Generally this includes, but is not limited to the right to: hire, suspend for just cause, discipline for just cause, discharge for just cause, promote, demote, assign, transfer, lay-off, recall or relieve employees; determine by interview, performance, written tests, or other generally accepted methods or procedures, the ability, aptitude and/or qualifications of individual employees for assignment or employment in, or promotion to the various positions and job classifications; determine the number of employees; schedule employees as it deems necessary; establish the qualifications for various positions and job classifications; establish policies, rules and regulations governing the employees and students in its school system; enforce and maintain discipline and efficiency among employees; determine the nature, scope and type of facilities and services provided by the School District; alter or install new facilities and change or institute new methods, policies, procedures and/or systems.
- B. An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the school district. He/she shall raise any question as to the school district's right to give him the order or instruction only after he/she carried out the order or instruction, and his/her question must be based on a reasonable and sensible reading of a specific provision, or specific provisions of this Agreement providing this section does not conflict with union rights under the Public Employment Relations Act and are applied in a reasonable manner. No employee is required to carry out an order that is in violation of any law or is in an obvious and serious hazard to his/her safety or the safety of others.
- C. The Board of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

ARTICLE 3 - UNION SECURITY (AGENCY SHOP)

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing forty-five (45) days after the effective date of this agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the forty-fifth (45th) day following the beginning of their employment in the unit.

- D. The school district shall not be required to take any action to terminate the employment of anyone for failure to comply with the requirements of this Article unless the Union shall, in writing, specifically identify the employee and request that the provisions of this Article be enforced.
- E. The employer shall notify the Chapter Chairperson or designate, in writing of newly hired employees with address and telephone number, if available, so that a thirty (30) minute interview may be arranged between the Chapter Chairperson and the new employee to provide pertinent Union information. A new employee shall be furnished a copy of this agreement.

ARTICLE 4 - DUES CHECK-OFF

- A. The employer agrees to deduct from the wages of any employee, who is a member of the union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see Article 6), provided. that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the employer and the union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local union. Each employee and the union hereby authorize the employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.
- C. The employer agrees to provide this service without charge to the union.
- D. See Article 6.

ARTICLE 5 - PAYROLL DEDUCTION

- The Board shall deduct from the salary of any employee and make appropriate remittance for payroll deduction based on existing banking options. Said deduction will be made in equal bi-weekly amounts as authorized by the employee in a written authorization delivered to the business manager during an open enrollment period of one (1) month. Deductions will begin only on the first pay period following open enrollment.

ARTICLE 6 - AUTHORIZATION FORM

To: _____ EMPLOYER

I hereby request and authorize you to deduct from my earnings, one of the following:

[] An amount established by the Union as monthly dues.

or

[] An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: PLEASE PRINT

FIRST NAME		INITIAL
<input style="width: 90%;" type="text"/>		<input style="width: 20%;" type="text"/>
LAST NAME		
<input style="width: 98%;" type="text"/>		
STREET NUMBER		
<input style="width: 98%;" type="text"/>		
STREET NAME AND DIRECTION		
<input style="width: 98%;" type="text"/>		
CITY		
<input style="width: 98%;" type="text"/>		
		ZIP CODE
<input style="width: 60%;" type="text"/>		<input style="width: 20%;" type="text"/>
AREA CODE		
<input style="width: 98%;" type="text"/>		
TELEPHONE		
<input style="width: 98%;" type="text"/>		
CLASSIFICATION		
<input style="width: 98%;" type="text"/>		

SIGNATURE EMPLOYER'S COPY DATE

ARTICLE 7 - REPRESENTATION FEE CHECK-OFF

- A. The employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the employer herein (see Article 5), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Union.
- B. The amount of such representation fee will be determined as set forth in Article 6 of this contract.
- C. The employer agrees to provide this service without charge to the Union.

The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with Articles 3, 4 and 6 of this Agreement.

ARTICLE 8 - REMITTANCE OF DUES AND FEES AND PAYROLL DEDUCTIONS

- A. When Deductions Begin: Check-off deductions under all properly executed Authorization for Check Off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.
- B. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
- C. The employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees for whom the deductions were made as well as the names and addresses of the employees who through a change in their employment status, are no longer subject to the deductions.

ARTICLE 9 - UNION REPRESENTATION

- A. Stewards, Alternate Stewards and Unit Chairmen: The employees covered by this Agreement will be represented by two (2) stewards. The Union shall assign at least one (1) steward to each of the following locations or departments.

Classroom: One (1) Steward

All Others: One (1) Steward

1. The employer will be notified of the names of the two (2) alternate stewards who would serve only in the absence of a regular steward.
2. The Chapter Chairperson and/or Stewards shall be allowed to present or discuss grievances with the employer during regular working hours without loss of time or pay provided, however, that the permission of the immediate supervisor is obtained. The supervisor shall release the Chairperson and/or Stewards for this purpose only when such release will not interfere with work assignments or school functions.

ARTICLE 10 - SPECIAL CONFERENCES

A special conference on any matter, which either the Union or the School District considers sufficiently important to call for such procedure, may be arranged by mutual agreement of the Union representative and the School District. The party requesting a special conference shall do so in writing and shall accompany his/her request with a written agenda adequately identifying the matters to be taken up at the meeting. A special conference may be attended by such representatives of each party as each of them reasonably and sensibly deems useful to the discussion of the matters on the agenda. However, no more than three (3) representatives of either party shall participate in a special conference unless the parties mutually agree to the contrary. The Union representatives may meet on the employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 11 - GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. Any grievance filed shall specifically refer to the provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) working days of the employee's knowledge of its occurrence. The employer will answer, in writing any grievance presented to it, in writing, by the Union.

Any employee having a grievance shall present it to the employer as follows:

Step 1 An employee alleging a violation of the expressed provision of this contract shall within fifteen (15) working days of its alleged occurrence or knowledge thereof may in the company of the steward orally discuss the grievance with his/her immediate supervisor in an attempt to resolve the same. Said oral discussion shall be documented and signed by both parties. In any event a grievance not submitted within the time limits or sixty (60) calendar days from the occurrence of the event on which it is based shall be invalid and not accepted. The immediate supervisor shall within five (5) working days of the discussion of the grievance, render his/her decision in writing, transmitting a copy of the same to the steward and to the grievant. If the grievance is denied in writing it may proceed to *Step 2*.

Step 2 A written grievance as required shall contain the following:

- a. It shall be signed by the grievant or grievants.
- b. It shall contain a synopsis of the facts given rise to the alleged violation.
- c. It shall cite the section or subsection of the contract alleged to have been violated.
- d. It shall contain the date of all violations.
- e. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend time limitations herein set forth.

If the grievance remains unsettled in *Step 1*, it shall be presented by the Chapter Chairman, in writing to the superintendent within five (5) working days after the response of *Step 1* is due. The superintendent shall sign and date the Chapter Chairman's copy. The superintendent or his/her authorized designee shall then arrange for an informal meeting to take place within ten (10) working days between himself and other representatives of the School District and the Union representative, the Union's business agent, and any other conferees who may have an interest in the grievance. Either of the parties may arrange to

have present at this meeting the grievant and/or any representative who participated in an earlier step of the grievance procedure or who could reasonably be expected to contribute to the discussion and possible settlement of the grievance. After such meeting has occurred, the superintendent shall answer the grievance in writing with five (5) working days. If the grievance is denied, it may be applied to *Step 3*.

Step 3 If written denial of a grievance in *Step 2* is to be appealed to *Step 3*, the Union representative shall, within five (5) working days, present the written grievance to the Secretary of the School Board. The School Board shall, within twenty (20) working days, or at its next regularly scheduled meeting, consider the grievance and hear any arguments or testimony which the grievant and/or the Union may wish to present to the Board. The Board shall, within twenty (20) working days after such hearing, render its decision to the Union and the aggrieved employee.

If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Union may within twenty (20) working days file a demand for arbitration with The Federal Mediation and Conciliation Service in accordance with its voluntary rules and procedures for a hearing before an impartial arbitrator. The parties may mutually select an impartial arbitrator satisfactory to each party within six (6) working days from the date of response by the Board. It is implied that the six (6) working days are inclusive with the twenty (20) working days and will not extend the time limits as herein established. The Federal Mediation Conciliation Service shall submit a list of arbitrators to the parties involved and an arbitrator selected from the list or lists provided in accordance with the rules and procedures of the American Arbitration Association. The Board and the Union shall not be permitted to assert in such arbitration proceedings any round or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator.

THE ARBITRATOR'S DECISION SHALL BE RENDERED WITHIN THIRTY (30) DAYS OF THE FINAL ARBITRATION.

B. Rules of the Grievance Procedure

1. In no event, shall the School District be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the School District, less any amount he/she had received or is entitled to receive from other employment, self-employment or (if applicable) Unemployment Compensation.
2. For purposes of the grievance procedure, a day shall be deemed to mean Monday through Friday, excluding holidays. The day on which action is taken by either party shall not be considered part of the time limit provided.
3. The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.
4. In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in his/her place.
5. A grievance not advanced to the next higher step by the Union within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the last answer given to it by the employer.

ARTICLE 12 - PAYMENT OF BACKPAY CLAIMS

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less any wages that he/she would have not ordinarily earned in the interim. However, in no event will the district be liable for any back pay beyond thirty (30) days.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE

- A. The school district, acting through any supervisor, may discipline an employee for just and proper cause. Disciplinary action may consist of an oral reprimand, written reprimand, disciplinary layoff, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it, and the employee's record and work history will be considered.

The employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

- B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward and when requested the employer will make a meeting room available where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.
- C. Appeal of Discharge or Suspension: Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure within five (5) working days.
- D. Use of Past Record: Employer will follow the requirements of 1996 PA 189, Section 1230b of the Revised School Code.

ARTICLE 14 - SENIORITY, PROBATIONARY EMPLOYEES

- A. An employee shall be considered to be on probation until he/she has completed ninety (90) calendar days, measured from his/her first day of work for the school district after his/her most recent hiring.
- B. An individual who has, within the preceding two (2) years, been employed by the Marquette-Alger Intermediate School District, and who is being re-employed to work in the same classification, shall not be required to serve a new probationary period. All others shall be required to serve a new probationary period.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharged and disciplined employees for other than Union activity.
- D. Effective July 1, 1995 seniority shall be designated and applied separately for the job title "Interpreter". Those bargaining unit members having the job title of Interpreter/Aide as of June 30, 1995 and who have attained QA Level I or higher as of that date shall transfer accumulated seniority (based on most recent date of hire as Interpreter / Aide) to the Interpreter job title as of July 1, 1995 and shall at that time forfeit accumulated seniority in the Interpreter/Aide title.

Those bargaining unit members having the job title of Interpreter/Aide as of June 30, 1995 and who have not attained QA Level I or higher as of that date shall retain their current seniority in the Interpreter/Aide job title and shall not be included in the Interpreter title unless and until they attain the QA Level I designation or higher.

Upon redesignation as an Interpreter according to the above standards) the affected bargaining unit member shall be allowed to transfer accumulated seniority (based on most recent date of hire as Interpreter/Aide) to the Interpreter job title and shall at that time forfeit accumulated seniority in the Interpreter/Aide title.

Should a bargaining unit member in the Interpreter job title lose his/her QA Level or Certified Interpreter (National Registry Criteria) designation, he/she shall be placed in the Interpreter/Aide job title for seniority purposes, with transfer of all accumulated seniority."

- E. Seniority shall be based on years of continuous service in the bargaining unit.
- F. The employer shall notify the Chapter Chairperson or designate, in writing, of newly hired employees with address and telephone number, if available, so that a thirty (30) minute interview may be arranged between the Chapter Chairperson and the new employee to provide pertinent union information. A new employee shall be furnished a copy of this agreement.

ARTICLE 15 - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority.
- C. The employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up-to-date copies during the month of January of each school year. An objection period of thirty (30) days is provided; in the event the disputed seniority date is not resolved in the thirty (30) calendar days above, it shall be submitted to *Step 2* of the Grievance Procedure.

ARTICLE 16 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. He/she retires.
- C. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- D. Fails to notify their supervisor of unavailability to report to work.
- E. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
- F. Return from sick leave and leaves of absence will be treated the same as (D) above.

In proper cases exception shall be made in Sections D, E, and F of the above.

ARTICLE 17 - SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairman, the Chapter Secretary, and Stewards, in that order, shall head the seniority list of the unit, regardless of their classification during their term of office, for the purpose of layoff only, provided they can perform the work available.

ARTICLE 18 - LAYOFF DEFINED

- A. The word layoff means a reduction of work force due to a decrease of work or lack of funds. The layoff of employees shall be made on the basis of qualifications and seniority.

In the case of Interpreters, layoffs (and bumping) shall occur within that job title only, according to the proficiency level of Interpreting skills required for students being served at that time. Where required proficiency skills are equal, lay-offs shall be by seniority within the Interpreter job title. Interpreters shall not have the right to bump other bargaining unit members in other job titles during lay-offs, but may be assigned to a vacant bargaining unit position for which they are qualified.

- B. In the event it becomes necessary for a layoff, the employer shall meet with the proper Union representatives at least two (2) weeks prior to the effective date of layoff. At such meeting the employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e. the least senior employee on the seniority list being laid off first.
- D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.
- E. During a layoff there shall be no scheduled overtime.

ARTICLE 19 - RECALL PROCEDURE

- A. When the working force is increased after a layoff, employees will be recalled according to seniority provided such employee meets qualifications to perform work available. It is the responsibility of the employee to keep the Board informed of his/her current residential address for purposes of receiving recall notices. The Board will satisfy the requirement of delivering a recall notice when it sends notice by certified mail to the last known address of record. Should the employee fail to report to work with ten (10) working days of the issuance of a recall notice, he/she shall forfeit all further rights to employment with the Board and shall be regarded as a voluntary quit. In proper cases exceptions may be made.

In the case of Interpreters, recalls shall occur within that job title only, according to the proficiency level of interpreting skills required for students being served at that time. Where required proficiency skills are equal, recall shall be by seniority with the Interpreter job title. Interpreters shall not have the right to be recalled to other job titles within the bargaining unit but may be assigned to a vacant bargaining unit position for which they are qualified if all other seniority bargaining unit members have been recalled from lay-off.

- B. For the purpose of layoff and recall, an employee will not lose his/her recall status if he/she refuses to accept a job assignment over thirty miles from the position he/she occupied prior to being laid off, provided that such refusal is upheld by the State of Michigan Unemployment Agency. Recall status shall be for a period of six months from the effective date of layoff.

ARTICLE 20 - TRANSFER

- A. If an employee transfers to a position not included in the bargaining unit, his/her seniority will be frozen at the time of said transfer. Said employee will be able to exercise his/her seniority to bump back into the bargaining unit up to and including eighteen (18) months from the time of leaving said bargaining unit. Thereafter, said employee will not be able to bump another employee but may come back into the bargaining unit only when an opening occurs.

- B. The employer agrees that in any movement of work to notify the union in writing of the change and the names of the employees involved. The Board will consider the desires and seniority of the employees whose work has been affected, but is not bound to make any changes unless it is in the best interest of the district. If the Union disagrees with the change, they shall notify the employer within five (5) working days. Thereafter, the matter shall become a proper subject of negotiations.

ARTICLE 21 - JOB POSTING AND BIDDING PROCEDURES

- A. If a permanent, non-certified employee vacancy occurs or is anticipated, the superintendent shall post for a period of seven (7) working days, setting forth the requirements for the position on designated bulletin boards in each building. Any employee from within the bargaining unit may apply for the position within the posting period. In the event no employee from within the bargaining unit applies or qualifies, the job may be filled from outside the bargaining unit. Vacancies or newly created positions which the Board determines to fill will be on the basis of seniority, experience and qualifications of the applicant and other relevant factors. If it is determined that two or more employees are equally qualified, then the most senior employee will be granted a four week trial period. In the event that a more senior employee is denied the position, reasons for such denial will be given to the employee upon written request of the employee within five (5) working days of said decision.

With respect to Interpreters, the Board will fill vacancies on the basis of the skill of the applicant to fill the needs of students being served at that time, experience and qualifications of the applicant, seniority and other relevant factors. If two Interpreters are equal on all of the above criteria, then the most senior Interpreter will be granted a four (4) week trial period.

- B. During the first four (4) weeks after the employee has been promoted to a new assignment, he/she may transfer back to his/her old assignment either at his/her own request or at the option of the superintendent. If the superintendent reassigns the employee back to his/her old position, the reason for such action will be conveyed to the employee in writing.
- C. The board will furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards. At the end of the posting period, should the position be filled, the Chapter Chairman will be notified who was awarded the job.
- D. During the trial period employees will receive the rate of the job they are performing.
- E. During recess periods, when school is not in session, the employer agrees to mail notice of job postings to four (4) designated bargaining unit contact persons. It is the responsibility of the union to furnish the employer with names and addresses of the contact person to which job postings are to be sent.

ARTICLE 22 - EMPLOYEE EVALUATION

- A. The employer and the union will jointly develop an appropriate evaluation instrument.
- B. All bargaining unit members will be evaluated at least once during their probationary period, and on an annual basis thereafter by the employee's immediate supervisor or teacher prior to the close of the school year. In such evaluation, all monitoring or observation will be conducted openly when possible. The employee's immediate supervisor will review the evaluation with the employee and the employee shall sign indicating receipt and has read the evaluation. Each employee, upon request, shall have the right to review the contents of his/her personnel file as governed under 1978 Public Act 397-Employee Right to Know Act.

ARTICLE 23 - VETERANS, REINSTATEMENT OF

The district agrees it will conform with the applicable state and federal statutes governing the reemployment rights of employees called for service in any branch of the Armed Forces of the United States.

ARTICLE 24 - LEAVES OF ABSENCE

A. **Mandatory Leaves of Absence** - A leave of absence, without pay, and without loss of seniority, for a period not to exceed one (1) year, shall be granted by the Board, in writing, for the following purposes:

1. Child care, adoption or foster placement (provided that the leave is concluded within twelve (12) months of the birth, adoption or foster placement.
2. Serious illness or disability of the employee (physical or mental) including disability resulting from pregnancy and/or childbirth.
3. Prolonged and serious illness in the immediate family requiring the presence of the employee.

No leave granted by the provisions of this paragraph shall exceed one (1) year. Any extension beyond that period shall be solely and completely within the discretion of the Board; provided, however, that the request for extension may be presented by the Union Steward or Chairperson.

B. The Board of Education will continue hospital/medical premium contributions (and dental and/or vision if employee is otherwise eligible) on behalf of the employee for up to six (6) months for employees who have been granted an unpaid leave of absence for medical reasons due to a serious personal illness or disability. (i.e., If an employee has exhausted his/her personal sick leave days, he/she can request a medical leave under provisions of this Article. If granted, the Board will continue hospital/medical (and dental and/or vision if employee is otherwise eligible) premium contributions on behalf of the employee from the date of said medical leave for up to six (6) months. Other benefits that an employee may have are not included under this provision.

Where the Board is otherwise obligated to maintain insurance premium contributions on behalf of the employee under the Family and Medical Leave Act, said contributions shall be for a maximum of twelve (12) weeks.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with a deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

C. Employees assessing leave under Section A of this Article shall provide written notice of their intent to take leave at least thirty (30) days prior to the date on which leave is to commence. If the employee must begin medical treatment sooner, notice shall be given by the employee as promptly as is practicable under the circumstances.

D. The Board has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this section. The employee will facilitate and cooperate in the furnishing of such information which shall include:

1. The date the illness or disability commenced and the health care provider's best medical judgment concerning the probable duration of the condition;

2. Diagnosis of the illness or disability;
 3. A brief statement of the regimen of treatment prescribed for the condition by the health care provider (including estimated number of visits, nature, frequency and duration of treatment, including treatment by another provider of health services on referral by or order of the health care provider); and
 4. Indication of whether in-patient hospitalization is required.
 5. Either a statement that the employee is unable to perform work of any kind, or a statement that the employee is unable to perform the essential functions of the employee's position, with or without reasonable accommodation.
- E. The Board has the right to require that a second medical opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Board (in consultation with the Union, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding by the Board, the employee and the Union. The cost of this examination shall be paid by the Board.
- F. The Board shall have the right to require recertification at reasonable intervals during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.
- G. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
- H. Upon return from leave, the employee shall be assigned to either the same position from which leave was taken or to a position for which the employee is qualified and possess sufficient seniority. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff.
- I. Employees shall accrue seniority while on any leave of absence granted by the provisions of Section A of this Article.
- J. For purposes for the Family and Medical Leave Act (P.L. 103-3), either an employee eligible for leave under that law or the Board may substitute accrued paid vacation time (Article 38) for any unpaid leave otherwise available to the employee under Section A of this Article.
- K. **Discretionary Leaves of Absence** - Leaves of absence, without pay and benefits and without loss of seniority, for a period of not to exceed one (1) year may be granted by the Board for any reason it deems sufficient. Such leaves may be granted for education reasons, training, serving in any elected or appointed position in the Union, provided, however, that the granting of such leaves shall be solely and completely in the discretion of the Board and may be made upon such conditions as the Board chooses to specify.
- Employees shall not accrue seniority while on any leave of absence granted by the provisions of Section K of this Article but shall be returned to a position to which his/her qualifications and seniority entitle him/her.
- L. Officers of the Union selected to attend a function of the Union shall be allowed time off (not to exceed five (5) work days) without pay to attend, provided there is two (2) weeks prior notification to the School District.

ARTICLE 25 - UNION BULLETIN BOARDS

The employer will provide bulletin boards in each district building which may be used by the union for posting notices pertaining to union business.

ARTICLE 26 - RATES FOR NEW JOBS

When a new job is created the employer will notify the union of the classification and rate structure prior to its becoming effective. In the event the union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 27 - TEMPORARY ASSIGNMENTS

- A. Temporary assignments for the purpose of filling vacancies of employees who are absent from work due to vacation, extended illness, etc., will be reviewed by the administration and the most senior employee who is qualified will be assigned to the temporary position provided that such assignment does not cause an undue interruption in the normal school programs. In the case of Interpreters, temporary assignments will be filled with the most senior employee capable of meeting student needs existing at that time.
- B. The most senior employee will have the opportunity to accept or decline a temporary assignment. Should the assignment be declined, then it will go to the next most senior qualified employee, etc. If the assignment is still not filled, then the least senior qualified employee will be assigned to the position.
- C. In the event the vacancy is expected to exceed four (4) weeks but is not permanent, such vacancy shall be filled by utilization of the Job Posting and Bidding Procedure.
- D. Should no employees of the bargaining unit apply for a temporary vacancy, the vacancy may be filled by substitute beyond four (4) weeks, provided there is mutual agreement in writing between the union and management.

ARTICLE 28 - SUPPLEMENTAL AND OCCASIONAL WORK ASSIGNMENTS

- A. Employees interested in additional or supplemental work assignments shall indicate their interest by completing a written application during the first week of the fall term, the first week of the spring term and the first week of the summer term. Supplemental work will be assigned according to seniority and hours available. An employee who begins employment within a supplemental term may apply for supplemental work on an "as needed rotation basis" provided, said employee has met all the district's employment requirements.
 1. Such applications shall be valid only for the term in which it is completed and shall specify the number of additional hours desired (not to exceed a total of forty (40) hours per week).
 2. In filling a long-term vacancy, the supervisor shall assign the available work to one of the applicants on the basis of seniority and qualifications subject to the provisions of Article 26 of this agreement.
 3. An applicant who is twice offered additional work and who twice refuses additional work shall be ineligible for supplemental work assignments and shall have his/her application invalidated. Employees are required to notify the supervisor by 7:00 a.m., that they are unavailable for work that day; said refusal shall not be counted against the employee.
 4. Upon written request by either party, the supplemental work assignment procedure will be reviewed once each term by representatives of both parties to insure the spirit and intent on assigning such work is done in the best interest of both parties.

ARTICLE 29 - JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. If subpoenaed to appear as a witness on behalf of the district, the employee will be paid the hourly rate for only those hours retained as approved by the district. Mileage will be reimbursed when outside the normal work day.

ARTICLE 30 - WORKERS' COMPENSATION BENEFITS

Each employee will be covered by the applicable Workers' Disability Compensation Act and the employer further agrees that an employee being eligible for Workers' Compensation Benefits will receive in addition to his/her Workers' Compensation Benefits an amount to be paid by the employer sufficient to make up the difference between Workers' Compensation Benefits and his/her regular weekly income. This amount shall be charged to the employee's accumulated sick leave pro-rated at one-third (1/3) sick leave day for each day of Workers' Compensation Benefits and terminated when sick leave is exhausted.

ARTICLE 31 - WORKSHOPS AND TRAINING PROGRAMS

Hourly rates will be paid to an employee for all hours spent in in-service workshops and/or training programs required by the board, law, or the superintendent. All attendance at in-service workshops and/or training programs must be approved prior to attendance or participation.

Mileage will be paid to employees using their vehicles for transportation to and from such workshops and/or training programs provided, however, that the supervisor shall make arrangements between employees to form car pools in order to minimize transportation costs.

ARTICLE 32 - WORKING HOURS

- A. Hours of Work – It is expected that from time-to-time employees may, as a result of unforeseen circumstances, be required to spend extra time beyond the regular day on their job.
- B. Due to diverse needs of the district, establishing working hours within the confines of this agreement would be impractical. Hours of work will be established at the beginning of each school year and may be modified according to needs, however, no changes in excess of an hour will be made without prior notice to the union.
- C. Employees will be allowed time during the work day to eat lunch, however, such time is dependent upon the program and needs of the district as determined by the immediate supervisor.
- D. Employees may take a coffee break.

ARTICLE 33 - SICK LEAVE

- A. Full-time employees (thirty or more hours per week) shall earn one (1) day of sick leave per month for each month worked.
- B. Regular part-time employees (twenty to thirty hours per week) shall earn one-half (1/2) day of sick leave per month for each month worked.
- C. Irregular part-time employees (less than twenty hours per week) will not receive sick leave.
- D. Sick leave may be borrowed to the end of the current fiscal year. In the event an employee terminates employment prior to the end of the fiscal year, a deduction will be made for sick leave used above his/her accumulated amount.

- E. The unused portion of such allowance shall accumulate from year-to-year without limitation. The board shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of sick leave.
- F. Employees are required to review and sign an accurate absentee report as completed by the supervisor and return said report not later than two (2) working days after receipt from the supervisor.
- G. One (1) additional day of sick leave allowance per each full-time employee shall be placed in a sick leave bank at the end of each fiscal year (July 1 – June 30). The bank will be jointly administered by MAISD and the Union. There shall be a maximum accumulation of one hundred (100) days in the bank.
1. Employees desiring to use a sick leave bank shall make written application to the union and Superintendent's office stating the number of days requested and the condition(s) necessitating medical leave.
 2. Employees shall not be eligible to receive any days from the sick leave bank until at least ten (10) work days have elapsed since the employee has utilized any and all accrued sick leave, vacation or personal leave available under the terms of this Agreement. The waiting period shall be five (5) work days for those employees with ten (10) or more years of service at MAISD.

Employees having accumulated a minimum of fifteen (15) sick days prior to the serious illness causing the request for use of the sick leave bank days are not subject to this ten (10) day waiting period. In proper cases, exceptions may be made regarding this provision.
 3. Employees shall not be eligible to receive any allotment from the sick bank when they are concurrently receiving workers' compensation or any other form of wage continuation payment funded directly by the Board of Education or through insurance coverage purchased on behalf of the employee by the MAISD.
 4. Allocations from the sick leave bank will be granted only in circumstances of the employee's personal serious health condition. The terms "serious health condition" mean a personal illness or injury resulting in incapacity or treatment requiring inpatient care or incapacity requiring absence from work for more than five (5) calendar days while under continuous treatment or supervision of a health care provider.
- H. The employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.
- I. When an employee finds it necessary to use sick leave, he/she shall give his/her supervisor as much advance notice as possible on a day-to-day basis. The superintendent may, upon his/her discretion, require that the employee document or prove an illness of four (4) or more consecutive days' duration prior to the payment of sick leave benefits; such documentation may consist of a physician's statement.
- J. The Union and the Board recognizes that excessive absences from work is costly for the District. Therefore, the District will equally share the savings of substitute cost with the Union if such substitute costs are less than that of the previous year. This benefit will apply only to those employees who fall below the average of the employee sick leave absences for the year (i.e., if substitute costs were reduced by \$2,000 from the previous year, and the average number of employees falling below the average absences would split the \$1,000 equally). Payments will be made after the close of the school year, but prior to June 30th.

ARTICLE 34 - FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman, or his/her representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 35 - TERMINAL LEAVE

Upon retirement from the district and upon simultaneously becoming eligible for retirement benefits from the Michigan Public School Employees Retirement System, the board shall pay a terminal leave payment of 2% of the employees' total gross salary earned in service to the district with a minimum of five (5) years of employment. The maximum payment to be received under this section shall not exceed two thousand five hundred dollars (\$2,500) said payment to be made on the last day of employment.

ARTICLE 36 - PERSONAL LEAVE

- A. Full-time employees (thirty hours or more per week) may be granted two (2) days per contract year for personal business.
- B. Regular part-time employees (twenty to thirty hours per week) may be granted one (1) day per contract year for personal business.
- C. Irregular part-time employees (less than twenty hours per week) will not receive personal business leave.
- D. Personal business days may be used upon three (3) days prior notice and with prior approval of the employer. Any unused business days will be placed in the employee's individual sick leave bank at the end of the year.

ARTICLE 37 - EXTREME WEATHER DAYS

In the event that non-certified personnel are unable to work because the superintendent of his/her designee has decided classes cannot be held due to excessive snow or ice conditions, the employee shall be paid per state aid requirements.

ARTICLE 38 - TIME AND ONE-HALF

- A. Time and one-half will be paid for all hours over forty (40) in one week.
- B. Any hours worked over forty in one week may, by advance agreement of the supervisor and involved employee, be accrued as compensatory time at the rate of one and one-half hours of compensatory time for each one overtime hour.
- C. Time and one-half shall be paid when such overtime is approved by the immediate supervisor. Overtime pay shall not be pyramided and shall not be paid when an employee is on sick leave, personal leave, funeral leave or not working due to extreme weather conditions.

ARTICLE 39 - VACATION ELIGIBILITY

- A. Vacations will be taken at the convenience of the Intermediate Office conforming with the requirements of individual departments. An employee should consult with his/her supervisor each year concerning vacation allowance and the time to be scheduled.
- B. Vacations with pay will be only for those employees who are normally scheduled to work a minimum of forty-eight (48) weeks within the period July 1 through June 30 at forty (40) hours per week. Vacation time is non-cumulative and must be taken or it will be lost.

Upon completion of one year - 1 Week
Upon completion of three years - 2 Weeks
Upon completion of ten years - 3 Weeks
- C. Employees who terminate prior to completion of twelve (12) months employment are not entitled to vacation pay. However, employees who are separated due to a layoff under Article 17 of this Agreement shall receive pay for any unused accrued vacation, on a pro-rata basis, as measured to the effective date of their layoff.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

ARTICLE 40 - HOLIDAYS

- A. Employees who are employed a minimum of forty-eight (48) weeks within the period July 1 through June 30 at forty (40) hours per week will be granted the following holidays:

Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and an additional day between Christmas and New Year's as scheduled by the Superintendent
- B. An employee shall be eligible for holiday pay under the following conditions:
 - 1. The employee must work his/her regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
 - 2. Exceptions to the preceding sub-paragraph will be made:
 - a. Where the employee is granted prior paid leave for the shift prior to the holiday for good cause.
 - b. Where the employee is granted paid leave for this shift after the holiday for good cause.
- C. If a holiday falls on either a Saturday or Sunday, employee will have off either the same Monday or Friday. The employer will select which day the employee will have off.

ARTICLE 41 - PAY ADVANCE

- A. If a regular payday falls during an employee's vacation, he/she will receive that check in advance when possible provided ample notice has been given to the payroll department.
- B. Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 42 - HOSPITAL, LIFE, DISABILITY AND DENTAL INSURANCE

- A. Upon submission of a written application, the Board agrees to provide health care protection with the following subsidy according to family status towards SET Comprehensive Health Care Plan Ultra Med with a \$50 (single) \$100 (two person family) deductible and a \$2.00 prescription co-pay. The Board of Education will reimburse eligible employees the equivalent of the applicable insurance deductible upon submission of individual claim documentation except for the \$2.00 prescription co-pay. Employees hired after July 1, 1993 are not eligible to receive the above deductible reimbursement. Hospital/medical benefits program shall be equivalent to the district's current coverage or through another carrier chosen at the discretion of the Board of Education for those employees hired after July 1, 1982.

1997-1998

Single	Not to Exceed SET Ultra Med SMM4B rates for 1997-98	
Self, Spouse or Dependents	"	
Full Family	"	

1998-1999

Single	Not to Exceed	\$230.42
Self, Spouse or Dependents	Not to Exceed	\$515.28
Full Family	Not to Exceed	\$572.79

1999-2000

Single	Not to Exceed SET Ultra Med SMM4B Rates for 1999-2000	
Self, Spouse or Dependents	"	
Full Family	"	

2000-2001

Single	Not to Exceed SET Ultra Med SMM4B Rates for 2000-2001	
Self, Spouse or Dependents	"	
Full Family	"	

- B. Upon submission of a written application the board shall pay premiums for Group Life Insurance in the amount of \$10,000 for eligible employees which will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Continuation of a percentage of above group rates shall be governed by the rules and regulations of the insurance carrier.
- C. Dependent life insurance in amount not exceeding one-half (1/2) of the employee's benefits will be available on an optional basis.
- D. The Board shall provide Long Term Disability Insurance for each member of the bargaining unit provided that the premium for such insurance shall not exceed .46% of the members gross salary. No benefits shall be paid during the first six (6) months 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.
- E. For employees hired prior to June 30, 1993, upon submission of a written application, the Board shall provide a self-funded dental plan through an administrative insurance carrier selected by the Board at the benefit level found in Addendum A. For 1997-2001, the Board agrees to provide the same fully paid self-funded dental care protection plan. Employees first hired after June 30, 1993 are eligible for the Board paid dental plan on July 1, 1999.

- F. Upon submission of a written application, the Board shall provide a self-funded vision program through an administrative insurance carrier selected by the Board at the benefit level found in Addendum B. For 1997-2001 the Board agrees to provide the same fully paid self-funded vision care protection plan. Employees first hired after June 30, 1993 are eligible for the Board paid vision plan on July 1, 1999.
- G. Full-time employee employees (thirty or more hours per week) shall receive full insurance benefits.
- Regular part-time employees (twenty to thirty hours per week) shall receive one-half (1/2) insurance benefits.
- Irregular part-time employees (less than twenty hours per week) will not receive insurance benefits.
- H. The following provisions apply to Section A, B, D, E, and F.
1. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
 2. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
 3. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "At work requirements" with this employer before benefits are effective.
 4. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
 5. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep days of their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

ARTICLE 43 - COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this agreement.

ARTICLE 44 - WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the district and the union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 45 - CONTRACTING AND SUB-CONTACTING OF WORK

During the term of this agreement, the employer shall bargain with the union regarding any decision to contract out or subcontract any work in whole or in part which is being regularly and normally performed by members of the bargaining unit and will have a significant impact on such members.

ARTICLE 46 - CONSOLIDATION OR ELIMINATION OF JOBS

The employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

ARTICLE 47 - VOLUNTEER WORK

Volunteer workers are those individuals or members of organizations who contribute their time and/or services to the school district without charge.

The school district shall continue to utilize such volunteer services provided, however, that individuals providing such services shall not be paid for them and shall have none of the benefits, rights, remedies, or obligations provided by this agreement. Furthermore, such volunteer workers will not be used to perform work normally and regularly performed by members of the bargaining unit except on a supplemental basis. At no time shall volunteers be used to intentionally circumvent the payment of overtime.

ARTICLE 48 - WORK PERFORMED BY SUPERVISORS

Supervisory employees shall not be permitted to perform work within the bargaining unit except in case of an emergency, however, it is understood that students will not be denied an education because a member of the bargaining unit or suitable substitute cannot be found to fill the temporary vacancy. The supervisor may continue to substitute while making a concerted effort to alleviate the situation.

ARTICLE 49 - DISTRIBUTION OF AGREEMENT

The employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the employer.

ARTICLE 50 - STRIKES AND WORK INTERRUPTONS

The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the organization of the school district and, therefore, to the public. The Union, therefore, agrees that there shall be no interruption of these services during the term of this Agreement for any reason whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the school district property, premises or facilities. The union further agrees that there shall be no strikes, sit-downs, stand, stoppage of work, or any acts that interfere in any way or to any degree with the services provided by the school district. Any employee violating the provisions of this article shall be subject to disciplinary action or discharge, in the discretion of the school district. Such disciplinary action or discharge shall not be subject to the grievance procedure.

When the Union receives notice that any strike, sit-down, work stoppage or any other act that constitutes a violation of this article is occurring, or is threatened, the Union shall take immediate, positive action to stop or prevent the same. Among other things, the Union will immediately dispatch to the school district such officer or person with sufficient authority to terminate or prevent any violation of this article. The Union will advise and confirm to all employees participating in the violation that they are subject to summary discharge without recourse to the grievance procedure. The Union will take any further or additional steps as may appear to be required to terminate or prevent any violation.

When it appears to the school district that the Union is willing or unable to terminate or prevent any violations of this article, the school district may, at its option, terminate this Agreement and take such other action as is necessary to maintain normal school services for the community. Failure on the part of the Union to take good faith, immediate and positive action to terminate or prevent a violation of the provisions of this article shall make the Union liable for any damages suffered by the school district resulting from such violation. The school district reserves all of the legal rights and remedies which may be available to it.

ARTICLE 51 - TERMINATION AND MODIFICATION

This Agreement shall be effective when signed by the parties and shall continue in effect until June 30, 2001.

If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter.

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. They further recognize that it represents the entire agreement between them and that it supersedes all prior agreements, and cancels all previous agreements and past practices, verbal or written.

To the extent that any provisions of this Agreement shall conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future. Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement.

ARTICLE 52 - RETROACTIVITY

This Agreement shall become effective as of September 14, 1998.

APPENDIX A - DENTAL COVERAGE SCHEDULE

Employer: Marquette-Alger I.S.D. - 52000-52 (D1097)
 Dental Expense Insurance - Employee and Dependents Insurance – Assignable
 Benefit Year - A calendar year (January 1 through December 31)
 List of Dental Services - See List of Dental Services

DENTAL EXPENSE INSURANCE

Basic Benefits:

Percentage - 80%
 Lifetime Deductible Amount - \$ 0
 Incentive Plan Increments* - N/A

Additional Benefits (Major Services):

Percentage - 80%
 Annual Deductible Amount** - \$ 0
 (Maximum two per family)

Maximum Annual Dental Benefit Each Covered Individual - \$1,000

ORTHODONTIC EXPENSE INSURANCE

Percentage - 80%
 Deductible Amount - \$ 0
 Lifetime Maximum Benefit - \$ 800

SPECIAL PROVISIONS (as described in the Coverage Schedule Supplement)

(a) Missing Tooth Waiver	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
(b) Five Year Denture Waiver	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
List of Dental Services:		
(c) Basic Services Modification	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
(d) Major Services Modification	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
(e) Basic Benefits Percentage Modification	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
Orthodontic Services:		
(f) Pre-Existing Exclusion Waiver	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
(g) Age Restriction Waiver	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
(h) Extension of Benefits Waiver	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
(i) External Coordination of Benefits Only	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
(m) Incentive Plan Modification "M"	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
(n) Incentive Plan Modification "N"	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

Alternate Procedures of Treatment: If alternate procedures, services or dental charge which will be considered for payment will be for the least expensive procedure which will, as determined by the Insurance Company, produce a professional satisfactory result.

*Basic Benefits Incentive Plan Increment Provision: The Basic Benefits Percentage applicable to Covered Individual's insurance under the coverage for a benefit year will be increased as indicated provided the Covered Individual visited a Dentist for periodic examination and diagnosis at least once during the preceding Benefit Year, and all Basic Services, indicated in the List of Dental Services, which were recommended by the Dentist as a result of the first of such visits were completed during that Benefit Year. Otherwise, the original Basic Benefits Percentage will again apply for the current Benefit Year, and future incentive increments will be determined as described on the Coverage Schedule.

**Additional Benefits Annual Deductible Amount Provision: For the purposes of calculating benefits for charges incurred in connection with any one Treatment Plan, charges used toward the satisfaction of the Additional Benefits Annual Deductible for a Benefit Year will include any charges in connection with that Treatment Plan which were used toward the satisfaction of the additional Benefits Annual Deductible for a previous Benefit Year. If any Benefit has become payable under the Coverage in connection with a charge, that charge shall in no event be considered in the satisfaction of the Additional Benefits Annual Deductible for any Benefit Year.

APPENDIX B - VISION COVERAGE SCHEDULE

Employer: Marquette-Alger I.S.D. - A/C #52000-53 (V0482)

VISION EXPENSE INSURANCE - Employee and Dependents Insurance

Complete Vision Examination Maximum	-	\$ No Limit
Single Vision Prescription Maximum per Pair of Lenses	-	\$ No Limit
Bifocal Prescription Maximum per Pair of Lenses	-	\$ No Limit
Trifocal Prescription Maximum per Pair of Lenses	-	\$ No Limit
Lenticular Prescription Maximum per Pair of Lenses	-	\$ No Limit
Contact Lens Prescription Maximum per Pair of Lenses*	-	\$ No Limit
Standard-Type Frames Maximum	-	\$No Limit
Standard-Type Frames Maximum	-	\$65.00

BENEFIT DETERMINATION PERIOD: July 1 through June 30

SERVICE FREQUENCY:

Vision Examination: Once every 12 months
Lenses: Once every 12 months
Frames: Once every 12 months

EXTERNAL COORDINATION OF BENEFITS ONLY: Included Not Included

(Any spouse or child who is insured as an Employee, or who is entitled to benefits under any extension of such insurance, is not a dependent.)

CGG-8800 (IVC) ULTRAVISION (Retyped 9/98)

APPENDIX C - RETIREMENT

The retirement provisions now in effect for employees covered by this agreement shall be continued unless altered by law.

APPENDIX D - WAGE RATES

See attached wage schedule.

1997-1998 AFSCME Salary Schedule

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	9.87	10.29	10.65	10.78	10.91	11.17
LEVEL 2	9.66	10.08	10.44	10.57	10.70	10.96
LEVEL 3	8.88	9.14	9.40	9.59	9.77	9.92
LEVEL 4	8.73	9.04	9.14	9.28	9.40	9.72
LEVEL 5	7.84	8.15	8.26	8.36	8.47	8.83

AFSCME Longevity

Position	6 YEARS	11 YEARS	15 YEARS
All Levels	770.00	820.00	870.00

- Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters
- Level 2 = Instructional Aides & QA Level II Interpreters
- Level 3 = QA Level I Interpreters
- Level 4 = Classroom Aides & Interpreter Aides
- Level 5 = Classroom Assistants & Media Aides

Notes:

- Irregular part-time employees shall be paid the starting rate of pay of the classification in which they work.
- During the trial period, employees will receive the starting rate of the job they are performing.
- Employees required to work in a higher classification shall be paid the rate of the higher classification.

1998-1999 AFSCME Salary Schedule

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	10.07	10.50	10.86	11.00	11.13	11.39
LEVEL 2	9.85	10.28	10.65	10.78	10.91	11.18
LEVEL 3	9.06	9.32	9.59	9.78	9.97	10.12
LEVEL 4	8.90	9.22	9.32	9.47	9.59	9.91
LEVEL 5	8.00	8.31	8.43	8.53	8.64	9.01

AFSCME Longevity

Position	6 YEARS	11 YEARS	15 YEARS
All Levels	785.00	836.00	887.00

- Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters
- Level 2 = Instructional Aides & QA Level II Interpreters
- Level 3 = QA Level I Interpreters
- Level 4 = Classroom Aides & Interpreter Aides
- Level 5 = Classroom Assistants & Media Aides

Notes:

- Irregular part-time employees shall be paid the starting rate of pay of the classification in which they work.
- During the trial period, employees will receive the starting rate of the job they are performing.
- Employees required to work in a higher classification shall be paid the rate of the higher classification.

1999-2000 AFSCME Salary Schedule

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	10.37	10.82	11.19	11.33	11.46	11.73
LEVEL 2	10.15	10.59	10.97	11.10	11.24	11.52
LEVEL 3	9.33	9.60	9.88	10.07	10.27	10.42
LEVEL 4	9.17	9.50	9.60	9.75	9.88	10.21
LEVEL 5	8.24	8.56	8.68	8.79	8.90	9.28

AFSCME Longevity

Position	6 YEARS	11 YEARS	15 YEARS
All Levels	809.00	861.00	914.00

- Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters
- Level 2 = Instructional Aides & QA Level II Interpreters
- Level 3 = QA Level I Interpreters
- Level 4 = Classroom Aides & Interpreter Aides
- Level 5 = Classroom Assistants & Media Aides

Notes:

- Irregular part-time employees shall be paid the starting rate of pay of the classification in which they work.
- During the trial period, employees will receive the starting rate of the job they are performing.
- Employees required to work in a higher classification shall be paid the rate of the higher classification.

2000-2001 AFSCME Salary Schedule (July 1 to Dec 31)

Assumptions:

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	10.58	11.04	11.41	11.56	11.69	11.96
LEVEL 2	10.35	10.80	11.19	11.32	11.46	11.75
LEVEL 3	9.52	9.79	10.08	10.27	10.48	10.63
LEVEL 4	9.35	9.69	9.79	9.95	10.08	10.41
LEVEL 5	8.40	8.73	8.85	8.97	9.08	9.47

2000-2001 AFSCME Salary Schedule (January 1 to June 30)

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	10.69	11.15	11.52	11.68	11.81	12.08
LEVEL 2	10.45	10.91	11.30	11.43	11.57	11.87
LEVEL 3	9.62	9.89	10.18	10.37	10.58	10.74
LEVEL 4	9.44	9.79	9.89	10.05	10.18	10.51
LEVEL 5	8.48	8.82	8.94	9.06	9.17	9.56

AFSCME Longevity

Position	6 YEARS	11 YEARS	15 YEARS
All Levels	858.00	914.00	969.00

... SEE NOTES ON PREVIOUS YEARS' SCHEDULES ...

APPENDIX E - LONGEVITY COMPENSATION PLAN

Employees hired prior to July 1, 1993 will be eligible for longevity payments following completion of an aggregate six (6) years of full-time classified service, each of those employees shall receive annual longevity payments as provided in the following schedule.

Employees hired after June 30, 1993 will be eligible for longevity payments following completion of an aggregate ten (10) years of full-time classified service. These employees shall receive the longevity payment for their level and classification based upon the longevity payment specified in the agreement and this amount shall remain the same for years ten (10) through fourteen (14). Effective July 1, 1993, following completion of an aggregate fifteen (15) years of full-time classified service these employees shall receive the longevity amount specified in the agreement and this amount shall remain the same for years fifteen (15) and over of service.

"Full-time classified service" shall mean that the employee has actually rendered services to MAISD on an uninterrupted full-time basis during each qualifying year. Any paid leave under this Agreement as well as unpaid leave (not to exceed twelve (12) weeks in any twelve (12) month period) shall not be regarded as an interruption of continuous service for purposes of attaining or maintaining longevity payment eligibility.

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

Employees who separate (other than due to layoff or retirement) shall not be eligible for any pro-rated longevity payments. Where an employee is separated pursuant to a layoff under Article 17 of this Agreement or due to retirement, and would otherwise be eligible to receive longevity payments in the year of his/her separation due to layoff or retirement, he/she shall receive a pro-rated amount of longevity compensation within two weeks after separation due to layoff or retirement. As an illustration, an employee completing eight of twelve months of service for longevity purposes would receive (at the effective date of layoff or retirement) two-thirds of the scheduled longevity payment which would have otherwise been due the employee for twelve (12) months of continuous service in the particular year.

Classification For Those Employees Hired On Or Before June 30, 1993
(Employees first hired after June 30, 1993 must have an aggregate ten (10) years of service to qualify for receipt of longevity payments on this schedule.)

(SEE SALARY SCHEDULE FOR LONGEVITY PAYMENTS)

APPENDIX F - POSITION CLASSIFICATION

Position classifications that are located in each wage rate level identified in Appendix B are as follows:

LEVEL 1

Specialized Personnel, Electronic Technician, Maintenance, QA Level III (intermediate skill level) and Certified Interpreters as approved through the National Registry Criteria.

LEVEL 2

Instructional Aides and Interpreters at QA Level II (limited skill level) as approved through the State of Michigan criteria.

LEVEL 3

Interpreters at QA Level I (restricted skill level) as approved through the State of Michigan criteria.

LEVEL 4

Classroom Aides and Interpreter Aides (entry level) who have completed an approved training program or are enrolled in a State of Michigan program, but have not passed state qualifying criteria for QA Level I.

LEVEL 5

Classroom Assistants, Media Aides

Note: (All Interpreter skill level designations are based upon standards existing at the execution of this Agreement. Should revised standards be issued, the parties shall meet to discuss the impact of the revisions upon the compensation structure.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Joelle K. Kartola 4/19/99
[Signature] 5/6/99

IN PRESENCE OF:

Noreen Lamb 4/19/99

FOR THE EMPLOYER:

Patricia Forgheri 5-10-99
Jane M. Schaefer 5/11/99

IN PRESENCE OF:

Noreen Lamb 5/10/99



