

9093

6/30/93

**MESPA UNIT II**

**and**

**MARQUETTE AREA PUBLIC  
SCHOOLS**

**Master Agreement**

**1990-93**

*Marquette Area Public Schools*

1911  
MICHIGAN STATE UNIVERSITY

**MESPA UNIT II  
and  
MARQUETTE AREA PUBLIC SCHOOLS**

**Master Agreement  
1990-93**

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## MESPA II - MAPS, 1990-93 CONTRACT

### ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Michigan Education Association Educational Support Personnel Association (MESPA II) as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

#### Unit II:

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

- B. The use of masculine pronouns refers to both male and female employees in this bargaining unit.
- C. Recognition employment defined
1. Full time: An employee who is employed at least thirty (30) hours per week.
  2. Part time: An employee who is employed less than thirty (30) hours per week.
  3. Probationary: An employee who would otherwise qualify as a full-time or part-time employee who has not yet completed their probationary period. (See Article 7B.)
  4. Substitute: An employee who is employed to fill positions of full-time, part-time, or probationary employees while such bargaining unit members are away from work or persons who are hired for a limited period [the Association to be notified in writing if such limited period is expected to extend beyond twenty (20) days actually worked, and if so, the project upon which such individuals are employed]. Substitutes are not bargaining unit members and except for this sub-section are not covered by the provisions of this Agreement.
- D. Days refer to working days unless otherwise noted.

### ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

- A. Special conferences for important matters will be arranged between the Association President and the Designated representative of the Employer upon request of either party. Such meetings will normally be between at least two (2)

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representatives of each of the parties and will be held at mutually agreeable times and places. Should the Employer require such meetings to be during participating bargaining unit members' normal scheduled hours, such members will be released for the purpose of attending such conferences without loss of pay.

- B. The Association shall be provided with bulletin boards for the purpose of posting Association materials. These bulletin boards will be designated by building principals. The Association shall also have the right to use the school mails to distribute Association material upon the notification of the building principal. No political matter or advertising of any kind will be so posted or distributed.
- C. The Association shall have the right to use school facilities for meetings as long as the intended use does not interfere or conflict unduly with regular school functions.
- D. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment upon first notifying the building principals when the equipment is not otherwise in use.
- E. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation and care of all such equipment.
- F. Duly authorized representatives of the Association or representatives of the state and national levels shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- G. The Association shall have the opportunity to discuss upon request any new or modified fiscal budgetary policy.
- H. Each year the Association shall be credited with a total of twenty (20) days to be used by the officers or agents of the Association; such use to be at the discretion of the Association as provided herein.
  - 1. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.
  - 2. The Association and the Board will alternate payment of a substitute employee. The Association will indemnify the Board for any even numbered days.
  - 3. Any employee scheduled to work on such leave shall receive full pay for such day. This pay is not to include any overtime the employee may have been scheduled to work.
- I. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be substantially altered, increased, or transferred to persons not covered by this Agreement.
- J. The Employer agrees that supervisors of non-unit personnel shall not be used at any time to displace employees regularly employed in the bargaining unit

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except in emergencies when Association employees are not available or have refused to do the work assigned.

- K. The Employer agrees to furnish to the Association available information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance or complaint within ten (10) working days.
- L. The Employer shall inform all new employees that the payment of dues or the service fee is a condition of employment. Within ten (10) working days the Employer shall notify the Association of said hire in writing which includes rate of pay, step, date of hire, and position.

### ARTICLE III - ASSOCIATION DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS

#### Section 1

- A. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association in an amount not to exceed the dues uniformly required to be paid by members of the MESPA, (including local, state, and national dues) in accordance with applicable law, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (paragraph D below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. The Association, in all cases of discharge for violation of this Article, shall notify the employee, 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 discharge may be filed with the Employer in the event that he has failed to pay the service fee, then he may request and shall receive a hearing before the Employer, Board of Education and the Association limited to the question of whether he has failed to pay the service fee.
- C. In the event of any legal action against the Employer brought in a court or an 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 full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and

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making relevant information available at both trial and appellate levels.

- D. The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for compensation paid under the Michigan Employment Security Act.
- E. 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 in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MESPA Constitution and Bylaws. Pursuant to such authorization the Employer shall deduct dues every pay day in equal amounts beginning with the second payday of the school year and ending with the close of the school year.
- F.
  - 1. Upon appropriate written authorization from the bargaining unit members, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and the Employer, provided that there are at least ten (10) employees authorizing such deductions to the particular organization involved.
  - 2. These deductions shall be made every payday once the authorization is delivered to the business office. Upon authorization individuals on twenty-six (26) pay periods will have deductions continue for the summer. However, if they wish to change, notification must be made no later than May 1. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions. Deductions currently being made for less than ten (10) employees to particular organizations shall continue until June 1988.

### Section 2 - Period of Enrollment

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

### Section 3

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

## ARTICLE IV - EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- A. Pursuant to the Michigan Employment Relations Act, the Employer agrees that employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color or law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce employees in the enjoyment of any



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rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States of America; that it will not discriminate against employees with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association of collective negotiations with the Employer, his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or the applicable laws and regulations.
- C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects or impacts upon the Employer, the Employer/employee relationship, or the employee's overall activity to perform his job; i.e., criminal activity, etc.
- D. Bargaining Unit Member Self-Improvement
  1. The Board shall provide in-service training to part-time and full-time employees. Employees shall be paid for such time spent in in-service training.
  2. Mandatory classes held after the regular work day will be compensated at the rate of time-and-one-half (1-1/2) for those who qualify for overtime.
  3. Any bargaining unit member who enrolls in and successfully completes a course related to his responsibilities at an accredited college or university or supported by the Board shall receive full reimbursement from the Board for tuition, books, and supplies. This section is subject to prior Board approval.
- E. Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Employer within the legal limits of its liability insurance will provide the employee with legal counsel of the Employer's choosing to advise the employee of his rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. Necessary time off work will be considered worker's compensation.
- F. It is the responsibility of the Administration during employee illness and absence to cover his work assignment. It is the individual employee's responsibility to notify his appropriate supervisor of each intended absence as soon as said need becomes apparent. Whenever possible, this notification shall be done the night before prior to an absence and at the very latest, one (1) hour before the employee is scheduled to work. Employees who fail to notify their regularly appointed supervisor of an absence shall be subject to disciplinary action. When continued or extended illness of three (3) or more days occurs, it is the employee's responsibility to provide his supervisor with information about the length of his illness and the possible date of return. The employee may be

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required to furnish a statement from a physician or physician's assistant as to the nature of the continued or extended illness of more than three (3) days or where the employee has accumulated five (5) sick leave occurrences in the same school year (July to June) and subject to uniform application throughout the bargaining unit.

- G. Employees will not leave their designated work stations during working hours without the consent of the building principal or regularly appointed supervisor. Failure to obtain consent prior to leaving the work station shall constitute just cause for disciplinary action, except in emergencies. Emergencies are those situations which jeopardize the health and/or safety of the bargaining unit member or the member's immediate family.
- H. In the event of emergency situations, an employee may be expected to remain on duty as long as needed as determined by the Superintendent or appropriate supervisor. Such employee shall be paid at the rate of time and one-half for all time spent on duty beyond forty (40) hours per week or eight (8) hours per day.

### ARTICLE V - WORKING CONDITIONS

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

- A. The normal work year for school-term employees shall be in accordance with the school calendar plus paid holidays. The normal work year for ten- (10) month employees shall be in accordance with the school calendar, plus paid holidays, plus two (2) weeks before and two weeks after the school year. The periods prior to the start of school and following the end of school may be adjusted by mutual agreement of the building principal and the affected employee. The normal work year for all other employees shall be twelve (12) months, July 1 through June 30. This shall not be construed as a guarantee of work time.
- B. The normal work week for all regular employees will be five (5) consecutive days. The normal work week for all regular part-time employees will be five (5) consecutive days when classes are in session.
- C. The regular full working day shall consist of at least six (6) hours per day including a duty free, unpaid lunch period of thirty (30) minutes' duration. Staggered lunch periods shall be provided in buildings with more than one (1) employee in each classification.
- D. All full-time employees working six (6) hours or more will be entitled to two (2) fifteen (15) minute relief times. All employees working at least three (3) hours but less than six (6) hours may take one (1) fifteen (15) minute relief time.
- E. Employees working overtime will be entitled to a fifteen (15) minute relief time for every four (4) hours worked.
- F. Overtime will be divided among bargaining unit members of each school building department as equally as possible. Overtime will be offered on the following basis:

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1. The overtime shall be offered to the most senior bargaining unit member in the building according to seniority, who is qualified to do the work in that department. The person with the least seniority in the building department may refuse to work overtime once. If all employees within the building department refuse to work the overtime a second time, the least senior bargaining unit member must then perform the work.
  2. Overtime that is unused by a bargaining unit member who has suffered injury on the job will not be charged against him on the overtime chart for one (1) calendar year. Upon his return, an effort will be made to adjust this loss by giving him first assignment on the overtime as much as possible.
  3. Because it is recognized that certain positions require knowledge and training not ordinarily required of other positions, it is agreed that a bargaining unit member will not be called in to do the work of a position that is not his normal responsibility according to his job description.
- G. Should an employee be absent for more than two (2) working days due to a planned absence or continued or extended illness, the Employer may provide a substitute until the return of the regular employee. Substitutes will not be provided during days when school is not in session for students unless in the best interest of the Employer. If the Employer chooses not to provide a substitute, the bargaining unit members left on the job will not be expected to do the work of the absent employee as well as his own work load. Management shall provide the employee with a priority list of work items to be done, including the alternate supervisor to contact in case of the absence of the regular supervisor. The employer under normal circumstances will provide a sub in buildings with one secretary.
- H. Emergency Closings
1. When school is cancelled due to Act of God days, nine- (9) and ten- (10) month employees shall not be required to report for work and shall suffer no loss of pay.
  2. Act of God days that are mandated by law to be rescheduled shall be made up by school-term employees for no additional pay.
  3. Twelve- (12) month employees shall have the choice of reporting to work on Act of God days that are not required to be rescheduled and will receive pay for the hours worked on such days.
  4. Such days worked shall result in the employee being credited with compensatory time on a one-for-one basis. Such time shall be taken when school is not in session excluding the week before school starts.
  5. Twelve- (12) month employees shall also have the choice of not reporting for work on Act of God days that are not required to be rescheduled and shall suffer no loss of pay for these days not worked. (Employees shall not receive double pay for working on Act of God days that are not required by law to be made up.)
  6. Bargaining Unit members on the job at the time the public announcements are made will be released from their assignments by their appropriate

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supervisor. This release shall be no later than one (1) hour after the students have left their respective buildings. Bargaining Unit members required to work more than one (1) hour following the announcements will receive compensatory time off.

### Section 2 - Working Conditions

- A. The Board of Education agrees to provide Worker's Compensation protection as required by state law.
- B. In the absence of a building supervisor or designee, employees shall not be held accountable or made responsible for the Administration or supervision of the building.
- C. The Employer shall provide designated rest areas, lounges, and restrooms for employee use.
- D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations, provided the employee has followed appropriate procedures as stated in the Marquette Area Public Schools Discipline Regulations. The employer will work with the Union to provide continuous training in this area.
- E. Time-card employees shall be paid their hourly rate for all time worked up to forty (40) hours per week or eight (8) hours per day. Time and one-half shall be paid for all time worked in excess of forty (40) hours per week or eight (8) hours per day.
- F.
  - 1. All conditions of employment not specifically included in this Agreement or the Letter of Understanding between the parties shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed.
  - 2. For the purposes of this section a "condition of employment" is defined as a condition which has been applied District wide within a classification or the classifications included in this Agreement, and the Employer and bargaining agent must have known of such condition and either agreed or acquiesced with such condition of employment.
  - 3. If within the life of this Agreement the Employer or bargaining agent seeks a change in a "condition of employment" as defined in this section, the parties agree to discuss proposed changes. If agreeable, such changes may be implemented. If the parties cannot mutually agree and the condition of employment in dispute involves an issue other than working hours, the matter shall be submitted directly to binding arbitration (see Article XV, Step 3) to determine if the changes sought by the Employer are justified. Justifiable reasons shall include but not be limited to serious financial problems or a reduction in student enrollment. The grievance procedure (Article XV) shall be interpreted as modified to allow the arbitrator authority for this section.

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- G. Employees may use such physical force with a student as is necessary to protect himself, a fellow employee, or another student from attack, physical abuse, or injury, or to prevent damage to district property according to Michigan State School Codes and School District policy.
- H. The Employer shall provide without cost to the employee the following:
  - 1. Approved first aid kits and materials in designated areas. The Board will provide approved, lockable cabinets for first aid and other related items prior to November 15, 1990.
  - 2. Adequate and approved safety equipment as required by state and federal safety rules and regulations.
  - 3. Reimbursement for the renewal of a chauffeur's license after the first year of employment.

### ARTICLE VI - VACANCIES, TRANSFERS, AND PROMOTIONS

#### Section 1 - Vacancies

- A. A vacancy shall be defined as a newly created position or a present position that is vacant because of a transfer, promotion, retirement, resignation, or discharge.
- B. All vacancies shall be posted in all buildings for a period of ten (10) work days. Notices will be sent to all buildings the same day. Said posting shall contain the following information:
  - 1. Type of work
  - 2. Location of work
  - 3. Starting date
  - 4. Rate of pay
  - 5. Hours to be worked
  - 6. Classification
  - 7. Minimum requirements
  - 8. MEA affiliation

Interested employees may apply in writing within the ten (10) day posting period.

- C. Employees will be sent a Notice of Vacancy if they request such notice in writing prior to the end of their normal work year for vacancies that occur over the summer that are to be filled at the start of the new school year. Vacancies shall be filled with the most seniored applicant, if they qualify, during the probationary period.
- D. 1. Vacancies shall be filled as follows:
  - a. Vacancies shall be filled on the basis of seniority and qualifications among bargaining unit applicants if the vacancy is within the applicant(s) same classification. If the vacancy is not in the bargaining unit applicant(s) same classification but is in a

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classification requiring additional skills, then the position shall be filled on the basis of the most qualified bargaining unit applicant.

2. Any position which is vacant and not posted cannot be filled by a substitute for more than the posting period.
- E.
1. If special skills are required for the new position, a twenty (20) day trial period may be utilized to demonstrate an ability to perform the duties as outlined in the job posting for that position.
  2. The Board retains its responsibilities of determining at the end of the trial period whether or not the employee filling the vacancy shall be given permanent status. If the employee is not placed on a permanent status, or if the employee chooses to return to his former position within the trial period, he shall return to his former job without loss of seniority and shall be notified in writing.
- F. For the purpose of this Article, all classifications shall be incorporated into one list for seniority purposes. In order to assume a position which is higher on the salary schedule, the unit member shall be required to demonstrate an ability to perform the duties as outlined in the job description for that position.
- G. Within ten (10) days after the expiration of the posting period, the Employer shall make known to those who apply and the Association of its decision as to which applicant has been selected to fill a posted position.

### Section 2 - Promotion

- A. The Board or its designee may change job classifications for the purpose of promotion. Any changes in job classifications that are different than those listed on the salary schedule that would require a change in salary or wages must be mutually agreed upon between the Association and the Board. The District subscribes to a policy of promoting from within the bargaining unit if the individual is qualified.
- B. The Employer shall give the promoted bargaining unit member reasonable assistance to enable the employee to perform up to the Employer's standards on the new job.
- C. When the position which is being promoted is currently held by an employee, it shall not be posted.

### Section 3 - Transfers

- A. Transfers shall be defined as reassignment to a job within the same job classification and not to higher or lower rated positions. No transfers shall be made where an employee may lose his seniority status or suffer a decrease in hourly rates unless such transfer is requested by the individual for just cause. Notice of transfer shall be given in writing to the employee and to the Association five (5) working days prior to execution.
- B. Where an employee refuses a transfer, he shall not be permitted to contest the seniority of one who does take the job. However, he shall not be disqualified from accepting further transfers in the future.

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- C. The Board retains its responsibilities of determining at the end of a twenty- (20) working day trial period whether or not the employee transferred shall be given permanent status. If the employee is not placed on a permanent status, he shall return to his former job without loss of seniority and shall be notified in writing.

### Section 4 - Involuntary Transfers

- A. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
- B. Involuntary transfers may occur for:
  - 1. Continued presence in the present position would be injurious to the employee's health.
  - 2. When a reduction in staffing becomes necessary within a job classification.
- C. In the event of a necessary involuntary transfer, the Superintendent or Assistant Superintendent shall meet with the affected employee and an Association representative prior to the involuntary transfer in order to discuss the reason for such action. In all cases of involuntary transfers, the Association will be notified in writing five (5) working days prior to the effective date of such transfer.
- D. In all cases, the least senior employee, if qualified, shall be transferred first.

## ARTICLE VII - SENIORITY

- A. Seniority shall be measured as the length of continuous and regular employment within the District after satisfactory completion of a probationary period. It is agreed that a year's seniority shall be defined as 1080 or more hours of employment.
- B. New employees as of July 1, 1987, who work more than twenty (20) hours per week shall be considered as probationary employees until they have completed sixty (60) days of work in that classification; and new employees as of July 1, 1987, who work twenty (20) or less hours per week shall be considered as probationary employees until they have completed ninety (90) days of work in that classification. When an employee finishes the probationary period, he will be entered on the seniority list of the proper unit and shall rank for seniority from the first day of work as a bargaining unit member. There shall be no seniority for probationary employees. Employment date shall be defined as the first day of work. In cases of two (2) or more employees having the same month and year of employment, the seniority list shall include specific employment day. The list shall further identify employees who do not have continuous employment from date of hire. In the circumstances of more than one (1) individual beginning employment on the same day, then all individuals affected will participate in a drawing to determine position on the seniority list. Part-time employees shall accrue seniority on a pro-rata basis.
- C. The Employer shall prepare and maintain the seniority list. There shall be one

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(1) seniority list on which all employees of this unit shall be placed irrespective of classification. The seniority list shall be prepared and posted at a place designated by the Administration of the district by the Fourth Friday count date. Only one (1) place shall be so designated in each building. A copy of such, and revisions, will be furnished to the Association President.

- D. The initial seniority list will be posted for thirty (30) calendar days. Any challenges are to be made during this time. At the end of this time, this list shall become permanent. Notification of challenges to said list will be made to the Association President and to the Director of Personnel. The revisions list shall be posted by October 31.
- E. A bargaining unit member will lose his seniority rights for the following reasons:
1. Resignation or retirement.
  2. Discharge for just cause. The following are by way of illustration, but not of limitation, justifiable cause for discharge:
    - a. Violation of published school district policy.
    - b. Disorderly conduct while on duty.
    - c. Willful neglect or destruction of school district property.
    - d. Theft or attempted theft of property from the district, its staff, its students, or its employees.
    - e. Working under the influence of alcohol or other behavior-altering substances.
    - f. Falsification of information on job application, time records, or other school district records.
    - g. Incompetence.
  3. Failure to report to work within five (5) work days after the Board has notified the employee by certified delivery to return to work after a layoff period unless the Board is notified by certified mail of a valid reason for a longer delay. The Board will determine if the reason is valid.
  4. Absence from work for more than three (3) days without notifying the Employer.
  5. Layoff for a continuous period of more than three (3) years for full-time employees. For less than full-time employees one (1) year or the length of their seniority, whichever is greater.
- F. State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights and benefits as provided in this Agreement.
- G. Marquette Township employees will be given full seniority rights as of the first date of hire in the Marquette Township School System.



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ARTICLE VIII - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force.
- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least thirty-one (31) calendar days prior to the effective date of said layoff except in an emergency in which case they must be given at least two (2) weeks' notice. In the event of a necessary reduction in work force, the Employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members, provided that the remaining employees are qualified to do the remaining work. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall assume positions as mutually agreed by the Administration and the Association. The affected employees shall have input into the decision. If the Administration and Association cannot agree, then the bargaining unit member shall have the right to bump according to the following procedures.
1. Notify the bargaining unit member in the position to be eliminated of the pending layoff.
  2. The bargaining unit member laid off shall have the right to bump into a position held by a bargaining unit member with lesser seniority for which they are qualified (same or lower classification). If an employee can demonstrate qualifications to fill a higher classification, the employee shall be considered for a higher classification.
  3. Any other bargaining unit member displaced by the bumping procedure shall have the right to bump into a position in the same or lower classification for which they are qualified until a vacant position exists or the last person bumped would be laid off.
  4. If a vacant position exists, then the position shall be posted according to Article VI, Section 1.
- C. Any bargaining unit member who has served more than forty (40) days in a classification shall be deemed qualified for any position in that classification or any lesser classification on the salary schedule.
- D. If special skills or expertise are required for the new position, a twenty (20) day probationary period may be utilized to demonstrate an ability to perform the duties as outlined in the job description for that position.
- E. For the purpose of this Article, all classifications shall be considered as one (1) classification for seniority purposes. In order to assume a position which is higher on the salary schedule, the unit member shall be required to demonstrate an ability to perform the duties as outlined in the job description for that position.
- F. In the event of a layoff, the Employer and the Association may mutually agree to allow the individual bargaining unit members to waive their seniority rights for

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

Section 2 - Individual Agreement

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

Individual Agreement

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

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

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

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

Section 3

- A. A laid off bargaining unit member shall, upon application and at his option, be granted priority status on the substitute list according to his seniority. Laid off bargaining unit members may continue their health, dental, and life insurance benefits according to carrier specifications, by paying the regular monthly per subscriber group rate premium for such benefits to the Employer. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior member recalled first to any position in his classification for which he qualifies. Notices of recall shall be sent by certified delivery mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. The Director of Personnel may grant a five (5) day extension to an employee because of illness, necessary travel time or for leaving another job. Bargaining unit members recalled to work (same number of hours as previously worked) for which they are qualified are obligated to take said work. A

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bargaining unit member who declines recall to full-time work for which he is qualified shall forfeit his seniority rights and benefits. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.

- B. For the purpose of this Article, classification shall be defined as the class from which an employee is paid according to the salary schedule.

### ARTICLE IX - WORK DUTIES AND COMPENSATION

- A. The basic compensation of each employee shall be set forth in Appendix A (Salary Schedule).
- B. The following conditions shall apply:
  - 1. Time and one-half will be paid for all hours over forty (40) hours in one (1) week or eight (8) hours per day.
  - 2. Compensatory time off at the rate of time and one-half may be given in lieu of overtime pay if mutually agreeable to the Employer and employee. The application of this clause will be interpreted according to current law.
- C. At the beginning of the school year, salaried school-term employees shall be given a choice of three (3) pay plans as follows:
  - 1. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter.
  - 2. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter, plus one (1) payment due approximately one (1) week after the close of the school year.
  - 3. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter, plus six (6) summer payments between June 15 and August 31.

### ARTICLE X - VACATIONS

- A. All twelve (12) month hourly or salaried employees are entitled to a paid vacation each year based on their length of service and continuous employment on July 1 of each year.
- B. Twelve (12) month employees shall earn vacation days at the rate of 5/6 days per month for the first five (5) years of employment and 1 1/4 days per month beginning with the sixth (6th) year of employment and 1 2/3 days per month beginning with the sixteenth (16th) year.
- C. Employees who terminate because of illness or with a minimum of ten (10) calendar days' notice will be entitled to a prorated vacation benefit.

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- D. Vacations will be granted by the employee's supervisor at such times as are suitable considering both the wishes of employee and the efficient operation of the department concerned. Except in unusual circumstances employees shall not be permitted to take vacation the week before school starts, the week after school starts, and the last week of school.
- E. In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority, provided this does not interfere with normal operations. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation. This prescribed salary shall not exceed eight (8) hours' pay for one (1) day of work. Employees will submit written vacation requests at least ten (10) work days in advance of said request. Vacation requests shall be responded to in writing within five (5) working days. Exceptions may be made for good cause.
- F. Vacation time may be accumulated from year-to-year up to a maximum of twenty-five (25) work days total. Upon termination an employee shall be paid for all unused vacation time based upon his then current rate of pay.
- G. A vacation may not be waived by an employee and extra pay received for working during that period.
- H. Vacation days cannot be used in advance of earning same.
- I. Rate during vacation: Employees on vacation will be paid their current rate based on their regularly scheduled days and will receive credit for any benefits provided for in the Agreement. This current rate shall not exceed eight (8) hours' pay.
- J. A month worked is one in which an employee has worked a minimum of twelve (12) days. (For purposes of this Article only, a day on which an employee is on approved paid leave shall be considered a day worked.)
- K. The five (5) secretaries grandparented for vacation will continue to receive the same benefit as long as they continue to work a minimum of 1500 hours per year July 1 to June 30. These employees shall take vacation when school is not in session (or at a time agreeable to the Administration). The names of the above mentioned secretaries follow:
  - a. Nancy LaLande
  - b. Joanne Boxer
  - c. Deborah Laurich
  - d. Joanne Bresette
  - e. Judy Gooch

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ARTICLE XI - HOLIDAYS

A. Twelve (12) month employees covered under this Agreement shall receive pay for the holidays listed below. The pay shall be for the regularly scheduled number of hours in a normal work day not to exceed eight (8) hours a day. After July 1, 1987, employees hired to work at least four (4) hours per day shall be eligible for these benefits:

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

B. Nine- and ten-month employees covered under this Agreement shall receive pay for the holidays listed below. The pay shall be for the regularly scheduled number of hours in a normal work day not to exceed eight (8) hours a day.

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

All employees of one (1) year's experience shall qualify for holidays after July 1, 1990.

C. Employees shall receive full pay for the above holidays if they work their scheduled work day before and their scheduled work day after the holiday or are on an approved leave day. Pay shall be for the regularly scheduled hours of each employee and shall not include overtime hours. During the school year, school-term employees shall follow the same calendar as teachers, and shall receive a copy of the school calendar upon request.

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

E. If an employee works on a holiday listed in A or B, double time shall be paid for all hours worked.

F. In-service days will be with pay for all hours employees are required to attend.

G. Employees shall receive full pay for the above holidays if they work their scheduled work day before and their scheduled work day after the holiday or are on an approved leave day. Pay shall be for the regularly scheduled hours of each employee. Should Christmas Day, Christmas Eve, New Year's Day, or New Year's Eve fall on Saturday or Sunday, the previous Friday and the following Monday shall be observed.

ARTICLE XII - LEAVES OF ABSENCE

Section 1 - Paid Leaves

A. Sick Leave

The Employer shall furnish each employee with a written statement of accumulated sick leave at the beginning of each school year. All employees shall be credited with one (1) day's sick leave for each month worked. Absences in excess of accumulated sick leave will automatically place an employee on unpaid extended leave. Sick leave days can be used for illness of a member of the employee's immediate family which shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, brother, sister, child, or any person who lives in the immediate household. Sick days shall be defined as equal to number of regular hours worked per day. Sick days may accumulate to a maximum of 228 days. Sick day pay shall be for the regularly scheduled number of hours in a normal work day not to exceed eight (8) hours per day.

B. Funeral/Bereavement Leave

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

C. Personal Business Leave

Over the life of this Agreement full-time employees shall have six (6) days for personal leave. For purposes of securing substitutes, employees are to notify the Administration at least forty-eight (48) hours in advance to use one (1) day, five (5) days in advance to use more than one (1) day, of their intent to use a personal leave day. Personal leave will not be approved during a period of two (2) days before or two (2) days after a recess or during the first two (2) or last two (2) weeks of the school year. Not more than ten percent (10%) of the employees in a classification may be granted personal leave for any given day. Not more than one (1) employee in the same classification per building will be able to use a personal leave day for any given day. If the employee does not use such days, the employee shall have the following options:

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

D. Sick Leave Freeze

An employee will be allowed to freeze their sick leave in order to collect under

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other insurance plans. Once the employee has taken a freeze, they can't use a different option for the same disability.

### E. Jury Duty

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

### F. Witness Leave

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

### G. Lice or Scabies Leave

An employee who contracts lice or scabies as a result of their work shall be treated as a worker's compensation claim.

## Section 2 - Unpaid Leaves

### A. General Leave

1. A leave of absence, without pay or benefits, for up to one (1) year, may be granted by the Employer. During the unpaid leaves of thirty (30) or more days' duration, seniority shall be frozen.
2. Requests for leaves must be in writing and shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/ child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.
3. An employee returning from a leave shall be reinstated to the same position he held when the leave began. Notice of intent to return must be in writing at least fifteen (15) work days prior to return to work.

### B. Military Leaves

The District agrees to comply with laws governing military service and leave time.

### C. Child Care Leave

1. A leave of absence without pay or seniority shall be granted to any male or female bargaining unit member for the purpose of child care at the time of birth.
2. Ample notification of the expected delivery date shall be given to the

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Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her assignments and duties.

3. In the case of child adoption of a pre-school aged child, said leave shall commence upon request of the bargaining unit member when an adoption is confirmed.
4. Insurance benefits shall remain in effect for the summer months provided the member has completed his contractual year.

### D. Association Leave

A leave of absence up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association or as an officer in its state or national affiliate. Seniority shall not accrue while on this leave.

### E. General Purpose

A leave of absence shall be granted for multi-purpose to any employee who has at least eight (8) years' service to the district. Such leave must be at least one (1) full semester, but no longer than one (1) full school year. Failure to return from such leave shall terminate said employee from the district. Seniority shall not accrue while on this leave.

### F. Maternity Leave

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

### G. Maternity Leave Without Accumulated Sick Days

Employees who require a maternity sick leave/disability and do not have enough (or any) accumulated sick days shall be granted unpaid sick time according to the provisions of Section 1 above. These employees will be granted fringe benefits for the month in which their sick leave runs out. In addition, the Employer shall grant one (1) additional month of fringe benefits according to Article XIV.



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

#### Section 1

- A. This policy is established by action of the Board of Education and provides for a benefit for those persons who actually retire under the Michigan Public School Employees Retirement Act or who have become totally disabled and have spent a minimum of ten (10) years of full-time service in the Marquette Area Public Schools. The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees' Retirement Board.
- B. Payment shall be awarded in the lump sum upon retirement, death, or upon becoming totally disabled in accordance with the following plan. Such payment shall be made to each individual employee or his estate who satisfied the requirements of this Article.

#### Section 2 - Terminal Pay

- A. Terminal pay shall be computed as follows:

100% of unused sick leave days to a maximum of 228 days as follows:

- \$20.00 per day from one to 100 days.
- \$22.00 per day from 101 to 175 days.
- \$25.00 per day from 176 to 228 days.

For employees who have a minimum of ten (10) years of satisfactory service and actually retire under the Michigan Public School Employees Retirement Act, the District shall pay terminal leave as computed above each year prior to age 62. Employees retiring after age 61 shall receive a maximum of two (2) annual payments. All payments will be made the year following retirement prior to February 1.

#### Section 3 - Resignation

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

### ARTICLE XIV - INSURANCE

#### Section 1 - Life Insurance

The School Board will provide, without cost to the qualified employee, group life insurance as follows:

- A. All regular full-time employees shall be provided with \$30,000 life insurance. Regular half-time employees shall be provided with \$15,000 life insurance. Employees with greater than half time and less than full time shall be prorated according to time worked. Coverage will include AD & D Rider.

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- B. The provisions of the group policy purchased by the Board and the rules and regulations of the carrier will govern as to commencement and duration of benefits and all other aspects of coverage. The Board shall have the right to select the carrier or change carriers.

### Section 2 - Health and Hospitalization Insurance

- A. The Board agrees to pay the full premium for MESSA Super Care II for twelve (12) months provided that the individual has completed his contractual year.
- B. Regular half-time or greater employees shall receive prorated payment for MESSA Super Care II.
- C. Employees not electing health insurance coverage may choose a tax sheltered annuity of \$2,000 annually. The balance may be applied toward any MESSA insurance benefit.

### Section 3 - Dental Insurance

- A. The Board shall provide to the bargaining unit member and dependents a self-funded dental insurance program which provides the following:
  - 1. The program shall pay 80% of Class I and Class II benefits, with \$1,000 maximum per person per year. The Orthodontic Rider (Class III) shall also pay 80% benefits with a \$1,000 lifetime maximum benefit up to age 19.
    - a. Class I Benefits include basic dental services: examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment for children), fillings, crowns (including necessary gold crowns), jackets, oral surgery (primarily extractions), endodontic and periodontic services.
    - b. Class II Benefits include procedures for construction of fixed bridgework, partial and complete dentures.
    - c. Class III Benefits include necessary treatment and procedures required for the correction of malposed teeth (orthodontics). Class III benefits are available only as a rider to both Class I and II benefits and cannot exceed the percentage level selected in Class I.
  - 2. The program shall provide for internal and external coordination of benefits for all employees.
  - 3. Employees shall not be required by this program to seek dental services from specific practitioners but shall be free to select a dentist, orthodontist or any other dental practitioner of the employee's individual choosing.
  - 4. If the Board continues to self-fund the dental program, a committee of four (4) will be established. It shall be composed of two (2) Administration-appointed administrators and two (2) Association-appointed bargaining unit employees. The committee shall study and recommend methods of establishing reasonable and customary charges for dental services which may be implemented by the Board.

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- B. Disputes regarding payment of a bill shall be handled by the Administration. The employee shall fully cooperate with the Administration regarding disputes over a bill.
- C. If the District's self-funded program is to be underwritten by an insurance company or if the program is unable to provide the benefits, then the District shall change the carrier to MESSA Delta Dental with the same specifications as set forth herein.
- D. An open enrollment period shall be established each year in September.

### Section 4-Vision Insurance

In 1992-93 the Board will provide without cost to employees who qualify for hospitalization a self funded vision plan equal to VSP-2.

### Section 5 - Worker's Compensation Insurance

The Board of Education will provide worker's compensation insurance for the members of the bargaining unit as provided and required under state and federal law.

### Section 6 - Termination of Benefits

For employees terminating employment with the School District, all fringe benefits will cease upon termination. Employees who terminate employment at the end of the school year, and have worked for the entire school year, will have their fringes paid through August.

### Section 7

- A. Employees who work at least twenty (20) hours but less than thirty (30) hours per week and are entering step 2 of the salary schedule are eligible to receive prorated benefits under Sections 2 and 3 above. Employees receiving prorated benefits before July 1, 1987, shall be grandfathered under the former fifteen-(15) hour rule.
- B. An open enrollment period shall be established each year in September.

## ARTICLE XV - GRIEVANCE PROCEDURE

### Section 1 - Definition

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

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### Section 2 - Procedure

#### STEP ONE

- A. Within ten (10) working days of the time a grievance occurs, an employee having such a grievance shall present the grievance orally and discuss the matter with the principal or immediate supervisor during working hours with the object of resolving it informally. If it is not resolved at the informal level, then within ten (10) working days after the presentation of the grievance the employee shall present the grievance in writing. (See Appendix C.)
- B. Within ten (10) working days after the presentation of the written grievance the principal or immediate supervisor shall give an answer in writing to the employee and the MESPA. If a grievance arises which does not involve the building principal or immediate supervisor, Step One of the procedure may be bypassed, but the time limitations of Step One will apply.
- C. If the grievance is accelerated to the Superintendent or his designated representative, Step Two becomes the next step in the procedure.

#### STEP TWO

- A. If the principal's or immediate supervisor's answer to the grievance is not satisfactory to the employee or if no answer was given within the time limit, the employee shall present the grievance to the Superintendent of Schools or his designee. The written "Statement of Grievance" shall be filed within ten (10) working days after the principal's or immediate supervisor's answer is given; or if no answer was given, within ten (10) working days after the principal's or immediate supervisor's answer was due.
- B. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the MESPA with respect to these provisions, and shall indicate the specific relief requested and shall be signed by the grievant.
- C. The Superintendent or his designated representative shall give the MESPA representative an answer in writing no later than ten (10) work days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, limits may be extended by mutual agreement between the parties in writing.

#### STEP THREE

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties or according to the rules of the American Arbitration Association. Such appeal must be taken within ten (10) working days from the date of the decision provided for in Step Two or July 1, whichever is earliest.

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### Section 3

#### A. Time Limits

Any grievance not advanced to the next step by the employee within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail.

#### B. Powers of the Arbitrator

It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or change any salary.
3. He shall have no power to rule on any of the following:
  - a. The termination of services of, or failure to re-employ any probationary employee.
  - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  - c. Any alleged violation of law including those laws referred to in this Agreement.
4. He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board, as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. He shall have no power to decide any questions which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision if it is in the scope of

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his authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.

8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- C. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him and his record cleared of any reference to this action.
- D. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties.
- E. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- F. For the purpose of assisting a bargaining unit member, or the MESPA, in the prosecution or defense of any contractual, administrative, or legal proceeding including, but not limited to grievances, the Board will permit a bargaining unit member and/or the MESPA representative access to, and the right to inspect and acquire copies of his personnel file and any other files or records of the Board which pertain to the bargaining unit member, or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- G. A bargaining unit member who at the Employer's request (excluding arbitration hearings) must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.

## ARTICLE XVI - BOARD RIGHTS

### Section 1

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

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

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- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of work;
- E. To determine schedules, the hours of work, and the duties, responsibilities, and assignments of employees with respect thereto and with respect to supervisory and nonteaching activities and the terms and conditions of employment.

### Section 2

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE XVII - MISCELLANEOUS PROVISIONS

- A. When in the course of his work, it becomes necessary that a personal automobile be driven--including from one building to another--the employee shall be reimbursed for the use of his automobile according to the prevailing IRS rate.
- B. All employees are required to have a chest x-ray or tuberculin skin test and physicals as required by law and will supply evidence of same to the Superintendent or his designee. All required tests, physicals, or examinations will be provided or paid for by the Board to the extent they are not covered by insurance. If the employee has such test, physical, or examination during his own time, he shall be paid one (1) hour straight time pay.
- C. The provisions of the Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. The Board and Association acknowledge the validity of the federal and state anti-discrimination laws.
- D. All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings.
- E. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Subcontracting of Work
  - 1. No work which is normally or customarily performed by employees in job

## MESPA II - MAPS, 1990-93 CONTRACT

classifications covered by this Agreement shall be subcontracted by the Board to any outside source or agency for the purpose of eliminating current employees and/or reducing hours unless services are withheld. However, it is agreed that the Board shall be free to subcontract any work that it does not have either the proper manpower, equipment, capacity, or ability to perform (emergencies excepted).

2. Emergency shall be defined as an unforeseen combination of circumstances which endanger the safety of personnel or property if immediate action is not taken.
3. It is agreed that the Employer shall consult with the employee affected or the Association before subcontracting regular bargaining unit work.
4. Union members shall be recalled before subcontracting work.

### G. Youth Programs

The use of youth involved in Youth Programs shall be at the discretion of the Board and is outside the scope of this contract providing the program does not result in the layoff or displacement or any reduction of hours or other benefits of regular employees. Youth employees shall not affect twelve- (12) month employees.

### H. Summer Work Assignments

1. Summer work, if available, will be assigned to senior employee(s) in the bargaining unit who is (are) qualified to perform the available work over new employees, providing they make written application.
  2. Employees other than twelve (12) month employees who are awarded summer work that is available shall receive the rate of pay applicable to the position and corresponding to their proper step on the salary schedule.
  3. Employees other than twelve (12) month employees who are awarded summer work positions within the bargaining unit shall accrue pro rata vacation time.
  4. Employees other than twelve (12) month employees who wish to be considered for summer work assignments, must apply in writing to the Personnel Director before May 15 of each year.
- I. Upon request of the employee or Administration an employee's job description shall be reviewed by the employee and his supervisor to ensure accuracy annually. Clarifications to the description shall be made to the Association President and to the Director of Personnel. The job description shall contain at a minimum a general description of duties and responsibilities and to whom the employee is responsible. No evaluations shall be conducted unless the employee's job description has been developed and given to the employee. Any changes in the current job description will be discussed with the Union president and the affected employee(s).
- J. Bargaining unit members shall be granted outside experience credit as follows:



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1. Two (2) years of college in an area that is appropriate to this bargaining unit's coverage equals: one (1) step on the salary schedule.
2. Three (3) years or more of college in an area that is appropriate to this bargaining unit's coverage equals: two (2) steps on the salary schedule.
3. Past experience in another school district as a paid employee in a position that is similar to the positions covered by this unit: One (1) year experience equals: one (1) step on the salary schedule. Two (2) or more year's experience equals two (2) steps on the salary schedule.
4. In no event shall a person be granted more than three (3) steps of credit on the salary schedule.
5. The Association President shall be notified when a person is being given outside credit on the salary schedule including the number of steps given and the specific reason for such credit.
6. This section shall be applied to new employees and to current bargaining unit members who have not already received credit but who qualify according to 1 through 4 above.

### ARTICLE XVIII - NEGOTIATIONS PROCEDURES

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of this Agreement or at the request of either party.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) copy by the Association.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and individual copies shall be presented to all bargaining unit members now employed by the Board. The MESPA shall be provided with five (5) copies, at no charge to it, for its use.

### ARTICLE XIX - EVALUATION

- A. Evaluation records shall be kept on forms provided by the personnel office to the immediate supervisor. The Association shall be furnished a copy of the form used for evaluation.
- B. Employees shall be evaluated annually or every other year for employees with three or more years seniority. Employees shall receive copies when evaluated.
- C. No material, including, but not limited to, student, parental, or school personnel

## MESPA II - MAPS, 1990-93 CONTRACT

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

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

### ARTICLE XX - DISCIPLINE, DEMOTION AND DISCHARGE

- A. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- B. Progressive discipline will be practiced. Where appropriate the Employer shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.
- C. An employee may be entitled to have present up to two (2) representatives of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representatives of the Association are present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. Additionally, an employee's supervisor shall be entitled to have a representative of the Administration and/or building representative during any meeting which leads or may lead to disciplinary action.
- D. An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee after initial employment and to have a representative of the Association accompany him in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed and the date reviewed and the reason for such review.
- E. Employees may be demoted or downgraded to lower rated positions for any of the following reasons:
  - 1. Upon agreement of the employee and the Administration.

**MESPA II - MAPS, 1990-93 CONTRACT**

2. **For just and reasonable cause**
- F. **For purposes of definition for the term "just cause" used in this Article, the following are by way of illustration, but not of limitation, for just cause:**
1. **Violation of published school district policy.**
  2. **Disorderly conduct while on duty.**
  3. **Willful neglect or destruction of school district property.**
  4. **Theft or attempted theft of property from the district, its staff, its students, or employees.**
  5. **Working under the influence of alcohol or other behavior-altering substances.**
  6. **Falsification of information on job application, time records, or other school district records.**
  7. **Incompetence.**
- G. **Bargaining Unit Member Assistance**
1. **The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.**
  2. **Upon request the Administration shall provide information to bargaining unit members experiencing job-related or personal problems about appropriate outside diagnostic assistance and treatment agencies. A bargaining unit member's involvement will be completely voluntary and confidential.**

APPENDIX A - MESPA 2

STEP	1990-91	1991-92	1992-93
<b>CLASS A</b>	<b>Noon Supervisors</b>		
0	\$4.19	\$4.40	\$4.63
1	\$4.61	\$4.84	\$5.09
2	\$5.03	\$5.28	\$5.56
3	\$5.45	\$5.72	\$6.02
4	\$5.87	\$6.17	\$6.48
5 - 8	\$6.29	\$6.61	\$6.95
9+	\$6.71	\$7.05	\$7.41
<b>CLASS B</b>	<b>Aides, Monitors, Nurse's Clerks</b>		
0	\$5.24	\$5.50	\$5.79
1	\$5.77	\$6.06	\$6.37
2	\$6.29	\$6.61	\$6.95
3	\$6.82	\$7.16	\$7.52
4	\$7.34	\$7.71	\$8.10
5 - 8	\$7.86	\$8.26	\$8.68
9+	\$8.39	\$8.81	\$9.26
<b>CLASS C</b>	<b>General Secretaries</b>		
0	\$6.66	\$6.99	\$7.35
1	\$7.13	\$7.49	\$7.87
2	\$7.60	\$7.98	\$8.39
3	\$8.07	\$8.48	\$8.91
4	\$8.55	\$8.97	\$9.43
5 - 8	\$9.02	\$9.47	\$9.96
9 - 12	\$9.59	\$10.07	\$10.59
13 - 16	\$10.07	\$10.57	\$11.11
17+	\$10.33	\$10.84	\$11.40
<b>CLASS D</b>	<b>Principal's Secretary, Assistant Accountant, Office Manager, Secretary to Assistant Superintendent, Transport. Secretary</b>		
0	\$6.92	\$7.27	\$7.64
1	\$7.44	\$7.82	\$8.22
2	\$7.97	\$8.37	\$8.80
3	\$8.49	\$8.92	\$9.38
4	\$9.02	\$9.47	\$9.96
5 - 8	\$9.54	\$10.02	\$10.53
9 - 12	\$10.07	\$10.57	\$11.11
13 - 16	\$10.59	\$11.12	\$11.69
17 - 20	\$10.85	\$11.39	\$11.98
21+		\$11.64	\$12.23

+.44/hr. for Noon Director

MESPA II - MAPS, 1990-93 CONTRACT

APPENDIX B

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from July 1, 1990, through June 30, 1993, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days' written notice by registered mail before the end of the term of this Agreement or before the end of any annual period thereafter of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the 8<sup>th</sup> day of Oct, 1990.

Signatures:

*Esther Bussiere*  
Marquette Education Support  
Personnel Association

*Alexander J. Hosten*  
Marquette Board of Education  
President

*W. Wences Reese*  
Michigan Education Association

*Henry Smith*  
Marquette Board of Education  
Secretary

*Deborah Sawick*  
Chief Negotiator, MESPA II

*Thomas Gill*  
Chief Negotiator, MAPS

MESPA I - MAPS, 1987-90 CONTRACT

APPENDIX e - GRIEVANCE REPORT FORM

Grievance No \_\_\_\_\_  
School District \_\_\_\_\_

- Distribution of Form:
1. Superintendent
  2. Immediate Supervisor
  3. Association
  4. Member

Grievance Report

Submit to Immediate Supervisor in duplicate

Building	Assignment	Name of Grievant	Date Filed
STEP I			
A. Date Cause of Grievance Occurred _____			
B.1. Statement of Grievance _____			
_____			
_____			
2. Relief Sought _____			
_____			
_____			
_____			Date
Signature of Grievant			Date
_____			Date
Signature of Assoc. Representative			Date
C. Received by Immediate Supervisor _____			
Date Received by Immediated Supervisor _____			
D. Disposition of Immediate Supervisor _____			
_____			
_____			
_____			Date
Signature			Date

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B.1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

Date

\_\_\_\_\_

Signature of Assoc. Representative

Date

C. Received by Immediate Supervisor \_\_\_\_\_

Date Received by Immediated Supervisor \_\_\_\_\_

D. Disposition of Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

E. Position of Grievant \_\_\_\_\_

[If additional space is needed in reporting Sections

B-1 & B-2 of Step I, attach an additional sheet \_\_\_\_\_

NOTE: continued on reverse Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Assoc. Representative Date \_\_\_\_\_

STEP II

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

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

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

\_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

STEP III

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

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

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

\_\_\_\_\_  
Signature of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
Date of Decision \_\_\_\_\_

## LETTER OF AGREEMENT

It is agreed by both parties that the position of Child Care Program Director will receive an additional .50 an hour for the term of the 1990-93 Mespa II Master Agreement.

Ester Bussiere  
President, Mespa II 6/8/91

Deborah Sawicki  
Vice President, Mespa II

Alexander J. Kloster  
President, Board of Education

Thomas Gell  
Superintendent