

MASTER AGREEMENT

BETWEEN

MARLETTE BOARD OF EDUCATION

AND

MARLETTE CAFETERIA PERSONNEL ASSOCIATION

1992-93

MARLETTE COMMUNITY SCHOOLS

3051 MOORE STREET

MARLETTE, MICHIGAN

*Marlette Community Schools*

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## PREAMBLE

This Agreement is entered into, effective July 1, 1992 except as herein provided by and between the Marlette Community Schools Board of Education, the School District of Marlette, Michigan, hereinafter called the "Board," and the Marlette Cafeteria Personnel Association hereinafter called the "Association" through its local affiliate, the MCPA - Marlette. The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

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

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

### ARTICLE I

#### RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative of all full time and regular part time cafeteria employees employed by Marlette Community Schools. The Board agrees not to negotiate with or recognize any organization other than the Marlette Cafeteria Personnel Association for the duration of this agreement.
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Association Members."

### ARTICLE II

#### ASSOCIATION RIGHTS AND SECURITY

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 designated Association Member and the designated representative of the Board upon the request of either party.
- B. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials and school postings. The Association shall also have the right to use the school mails to distribute Association materials.
- C. The Association shall have the right to use school facilities for meetings and school equipment; including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay

for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

- D. The Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- E. Association members shall be represented by the Association President, or in the absence of the President, by the Association designee. The Association shall furnish, in writing, to the Board, the names of the President and Designee upon their election or appointment the third Monday in September. The President, during working hours, without loss of time or pay, may represent employees and investigate and present grievances to the Board. Should it become necessary for a President to leave his/her place of work in order to represent an Association member, or investigate a grievance, the President shall notify his/her supervisor and give the name of the person he/she is going to see. The President and supervisor shall cooperate in allowing for necessary leave time.
- F. The Board agrees to furnish to the Association in response to reasonable requests, all information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; names and addresses of all employees; and such other information as will assist the Association.
- G. Upon written authorization from the association member, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- H. The duties of any Association member or the responsibilities of any position in the Association, shall not be altered, increased significantly or transferred to persons not covered by this Agreement.
- I. The Board agrees that non-Association personnel shall not be used at any time to displace Association members regularly employed except in emergencies when Association members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by an Association member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
- J. The Board will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the Board will not subcontract work unless (a) the skills and equipment needed to perform the work specified are unavailable in the school system or (b) the schedule for such work cannot be met with the equipment or skills available for such work, (c) when bidding for food service is done, the MCEA will be included in the bidding process.
- K. All conditions of employment, including work hours, extra compensation for

duties outside regular working hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed; provided that such conditions shall be improved for the benefit of Association members as required by express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive any Association member of advantages heretofore enjoyed unless expressly stated herein.

- L. The Board shall provide, reasonable released time for the handling of Association business as deemed appropriate by the Association designee and the Superintendent.
- M. The Board shall consult with the Association upon written request on any major revision of policy which will affect Association members and the Association shall be given opportunity to advise the Board.

### ARTICLE III

#### EMPLOYEE RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee 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 of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; That it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any Association member rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The right granted to Association members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association members 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 Association members. The private and personal life of any Association member is not within the appropriate concern or attention of the Board.
- D. The Board agrees that it will in no way discriminate against or between Association members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- E. No Association member shall be disciplined (including warnings, reprimands, suspensions, reductions 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 Association in writing.

- F. An Association member shall be entitled to have present a representative 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 Association until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the Association member shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
- G. Any Association member will have the right to review the contents of all records excluding initial references, of the district pertaining to said Association member originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an Association member's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
- H. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in any Association member's personnel file unless the Association member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The Association member may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an Association member's file, the affected Association member 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. All recommendations, written or oral, shall be based solely on the contents of the Association member's personnel file.
- I. Any case of assault upon an Association member shall be promptly reported to the Board. The Board will provide legal counsel to advise the Association member of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the Association member in connection with the handling of the incident by law enforcement and judicial authorities.

#### ARTICLE IV

##### WORKING CONDITIONS

- A. Association Member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. The Board shall reimburse the Association member for the loss, damage, or destruction of personal property which was used on school premises, when the loss, damage or destruction is not the result of the Association unit member's negligence.

- C. In the absence of a building supervisor (principal), or designee, Association unit members shall not be held accountable or made responsible for the administration or supervision of the building.
- D. No Association member shall be required to enter a building alone or to be left alone in a building.
- E. The Board shall provide adequate rest areas, lounges and restrooms for Association member use.
- F. The Board shall support and assist Association members with respect to the maintenance of control and discipline of students in the Association member's assigned work area. The Board 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.
- G. Association members may use such physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property.
- H. No Association member shall be required to work out-of-doors when the wind-chill factor reaches 15 degrees F. or lower. Association members shall not be required to remain at work when the temperature of the work place is less than 60 degrees F. or greater than 100 degrees F.
- I. No Association member shall be required to dispense or administer medication.
- J. An Association member shall be responsible to only one supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each Association Member.
- K. The Board shall provide without cost to the employee the following:
  - 1. Approved first aid kits and materials in all work areas.
  - 2. Adequate and approved safety and sanitation equipment and materials.
  - 3. Pants or aprons not to exceed \$250.00 for all staff.

#### ARTICLE V

#### STRIKES AND LOCKOUTS

- A. Strikes. The Association and the Board recognize that strikes and other forms of work stoppages by employees to enforce their bargaining demands are contrary to law and public policy. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act unless the Board refuses to fully implement an arbitration committee award issued in accordance with this Agreement.
- B. Lockouts and Unfair Labor Practices. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act. The Board also agrees that it will not lockout any Association member during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

- C. Picket Lines. It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a primary labor dispute. An Association member may not be ordered to cross a picket if such action could adversely affect the personal safety of the Association Member.

## ARTICLE VI

### GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is an alleged violation, event or condition involving the interpretation and application of the provisions of this Agreement.
2. The "aggrieved" person is the person or persons making the claim.
3. The term "association member" includes any individual or group who is a member of the association covered by this Contract.
4. The "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

- B. The termination of services of or failure to re-employ any probationary person shall not be the basis of any grievance filed under the procedure outlined in this Article.

- C. The Association shall designate representatives from the MCPA to handle grievances when requested by the grievant and such representatives shall be made known to the Board or its designated representatives shall be authorized to indicate the Association's position, approval or disapproval on each grievance at each level as required.

- D. The term "days" as used herein shall mean days in which school is in session.

- E. Written grievances as required herein shall contain the following:

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

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

F. Level One--

An Association member believing himself/herself wronged by an alleged violation of the express provisions of this Contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor, either personally or accompanied by an Association representative, in an attempt to resolve same. If no resolution is obtained within three (3) days of



the discussion, the Association Member shall reduce the grievance to writing and present it to the Superintendent of Schools who shall within three (3) days render his/her decision in writing, transmitting a copy of the same to the grievant, the Association representative, the Superintendent and President of the Board, with a copy kept in a permanent file in the office of the Superintendent. If no decision is rendered in writing within three (3) days or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal to Level Two.

#### Level Two--

A copy of the written grievance shall be filed with the Superintendent or designated agent as specified in Level One with the endorsement thereon of the approval or of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render the decision in writing, transmitting a copy of the same to the grievant, the Association Representative, the Superintendent and President of the Board. Copies of same shall be kept in the office of the Superintendent. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

#### Level Three--

Upon proper application as specified in Level Two, the Board shall allow the Association member or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within two (2) days after its next regularly scheduled meeting, the board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearing therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than two (2) days after next regularly scheduled meeting after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the grievant and the Representative of the Association.

#### Level Four--

In the event the grievant is not satisfied with the decision rendered at Level Three, the Association member may file this decision to the Arbitration Committee, for settlement. The Board or MCPA shall not be permitted to assert, in such mediation proceedings any grounds or to reply on any evidence not previously disclosed to the other party in writing. The Arbitration Committee shall be composed of the following:

- A. One (1) person selected by the MCPA
- B. One (1) person selected by the Board of Education

C. One (1) person selected jointly by the above appointees.

Members of the Arbitration Committee shall not be (1) members or spouses of members of the Board; (2) members of or spouses of any employee of the Marlette Community School District. Members of the Arbitration Committee shall be (1) residents and registered voters of the Marlette Community School District.

Fees and expenses of any of the Arbitration Committee shall be paid as follows; (1) MCPA appointee paid by the MCPA. (2) Board appointee paid by the Board; and (3) Joint Appointee paid equally by the MCPA and the Board.

It shall be the function of the Arbitration Committee, and they shall be empowered, except as limited above, after due investigation, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of the agreement.

#### LIMITATIONS OF ARBITRATION COMMITTEE:

- A. They shall have no power to add or subtract from, disregard, alter, or modify any terms of this Agreement.
- B. They shall have no power to rule on the termination of services of or failures to re-employ any probationary person.

#### ARTICLE VII

##### WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for school term employees shall be consistent with the school calendar.
- B. The normal work week for all Association members is Monday through Friday.
- C. The normal work day for MCPA member is from 7:00 A.M. to 3:00 P.M. Minimum call in time shall not be less than thirty (30) minutes before the assigned starting time. This thirty (30) minute call in time will be waived in case of an emergency.
- D. All MCPA members shall be entitled to relief time as follows:
  - 1. Members working 7 to 8 hours per day shall be entitled to a total relief time of 60 minutes per regularly scheduled working day.
  - 2. Members working 5 to 7 hours per day shall be entitled to a total relief time of 50 minutes per regularly scheduled working day.
  - 3. Members working 4 to 5 hours per day shall be entitled to a total relief time of 35 minutes per regularly scheduled working day.
  - 4. All members working less than 4 hours per day are entitled to a relief time of 10 minutes per regularly scheduled working day.
  - 5. Employees working overtime will be entitled to an additional fifteen (15) minutes of relief time for every two (2) hours worked.
- E. Overtime shall be divided among all full-time employees within the MCPA.
  - 1. Overtime will first be offered to the MCPA member who is most qualified to do the activity having the greatest seniority.
  - 2. If all full-time employees refuse the overtime, it shall be offered to

- part time employees having the greatest seniority.
3. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each Employee in rotation based on seniority. Overtime that is refused by an Association member will be charged on the Overtime Chart for the purposes of balancing the overtime.
  4. If no MCPA member is available to perform the scheduled overtime, the manager shall have the option of assigning an MCPA member the overtime or giving the overtime to an available substitute.
- F. The Board shall provide substitutes as required by the absence of a regular Association member; however, substitutes shall not be placed to perform the work of an absent regular Association member until other Association member's, according to seniority, have been offered the work. A substitute shall only perform the work in a position that remains after regular Association members have been shifted to perform the work of an absent Association member. Substitutes shall be used to perform Association work only during instances of absence by regular Association members or when an unfilled temporary vacancy exists.
- G. Nothing in this Agreement shall require the Board to keep offices--school and administration--open in the event of inclement weather, or when otherwise prevented by an Act of God. When the schools are closed to students, due to the above conditions, Association members shall not be required to report to their job assignments and shall suffer no loss of salary for up to an including two (2) days. Association members requested to report for work during such inclement weather conditions, shall be compensated at their regular rate of pay.

## ARTICLE VIII

### SENIORITY

- A. Seniority shall be defined as the length of continuous service within the district as of the Association member's first day as a regular employee. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.
- B. Drawings to determine position on the Seniority List shall be conducted only after the Association President and affected Association members have been notified of the time and place of said drawing and are present.
- C. An Association member shall lose her/his seniority rights if she/he retires, resigns or is discharged for cause or is laid off for a period of time equal to seniority or two years, whichever comes first.
- D. Employees will be considered as probationary employees until they have worked forty five (45) days. After the completion of the forty five work day period, the employee will be considered as a regular employee and his/her seniority will start as of the most recent date of hire. The forty five work days must take place within a continuous three months period of time.

ARTICLE IX  
EMPLOYMENT STATUS DEFINED AND COMPENSATION

- A. The Board and Association recognize four categories of MCPA members. Association work shall be performed only by MCPA members in one of the four following categories:
1. Fulltime: An Association member who is employed at least twenty hours per week.
  2. Part-time: An Association member who is employed less than twenty hours per week.
  3. Probationary: An Association member who is employed to fill a full or part-time position for a trial period of forty-five (45) days.
  4. Substitutes: An employee who is employed to fill a full or part-time position on a per diem basis while the regular Association member is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill an association position for a period in excess of the probationary period as above defined.
- B. The basic compensation of each Association member shall be as set forth in Schedule "B", which shall be attached to and incorporated into this Agreement. There shall be no deviation from said compensation rates during the life of this Agreement.
- C. The following conditions shall apply to all overtime work.
1. Regular time will be paid for all hours worked including Banquets.
  2. Time and one-half will be paid for all hours worked on Saturdays, Sundays, and holidays and all events which are catered. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.

ARTICLE X  
INSURANCE

- A. Effective July 1, 1989, the Board agrees to pay for the purchase of the following insurance plan or option each eligible full-time regularly employed cafeteria employee who submits the necessary applications for such coverage including a statement that the employee is not covered by hospitalization insurance by another source. An eligible employee may elect one of the following plans:
- Plan A: Hospitalization - Super Care I (Self, Self & Spouse, Self & Child, Full-Family)  
Dental - Delta Dental Plan A with orthodontic rider EO-1. (75% Class 1, 50% Class 2, 50% orthodontic)  
Life - \$20,000 Group Life coverage.  
All insurance coverage provisions shall be in effect October 1 thru September 30
- Plan B: \$1,000 Board paid annuity  
Dental - Same as Plan A  
Life - Same as Plan A  
Effective - Same as Plan A
1. Employees working twenty-five (25) or more hours per week - 100% of full family coverage effective 7-1-90 with any new employees hired.
  2. Employees working less than twenty-five (25) hours per week - no hospitalization coverage effective 7-1-90 with any new employees hired.
  3. Those employees hired before 7-1-90 will continue with 100% of full family coverage working twenty (20) or more hours per week.



## ARTICLE XI

### VACANCIES, TRANSFERS, AND PROMOTIONS

A. A vacancy shall be defined as a newly created position or a present position that is not filled.

B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of seven (7) work days. 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

Interested Association members may apply in writing to the superintendent, or designee, within the seven (7) day posting period. The Board shall notify Association members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each Association member by U.S. mail.

C. When vacancies occur, the Marlette Board of Education has the option to fill the position with a current employee based upon seniority and the ability to perform the job. This new position can be filled without providing insurance benefits. Should no Association member apply, the vacancy shall then be posted externally.

D. Within seven (7) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified in writing with a copy provided to the Association representative.

E. In the event of promotion or transfer, the Association member shall be given (30) work day trial in which to show his/her ability to perform on the new job. The Board shall give the promoted or transferred Association member reasonable assistance to enable him/her to perform up to Board standards on the new job. If the Association member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected Association member, the Association member shall be returned to his/her previous assignment. Each Association member shall have one (1) trial period per promotion or transfer.

F. Association members shall not be placed on a lower step on the (salary schedule) due to transfers.

G. 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.

H. An Association member may be asked by the supervisor to temporarily assume the duties of another association member.

1. If the temporary assignment is for one day, there will be no change in wages.



2. If the assignment extends two days or more, the person filling in will assume the higher rate of pay for the position.
3. An Association member's pay rate shall not be reduced as the result of any temporary change in duties.

#### ARTICLE XII

##### REDUCTION IN PERSONNEL, LAYOFF, AND RECALL.

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds.
- B. No Association member shall be laid off pursuant to a necessary reduction in the work force unless said Association member shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.
- C. In the event of a necessary reduction in work force, the Board shall first lay off probationary employees, then the least senior employees. In no case shall a new employee be employed by the Board while there are laid off Association members who are qualified for a vacant or newly-created position.
- D. Association members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff, shall have the right to assume a position for which they are qualified, which is held by the least senior Association member.
- E. In the event of a reduction in the work hours in the Association, an Association member may claim seniority over another Association member for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the Association member he/she seeks to replace. In no case shall a reduction of any Association member's work hours take effect until the Board has given ten (10) work day written notice to the affected Association member(s).
- F. A laid-off Association member shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off Association members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Board: (According to the provisions of the insurance carrier).
- G. Laid-off Association members shall be recalled in reverse order of layoff to any position for which they are qualified. Any Association member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Association member's records. The recall notice shall state the time and date on which the Association member is to report back to work. It shall be the Association member's responsibility to keep the Board notified as to his/her current mailing address. A recalled Association member shall be given at least five (5) calendar days from receipt of notice,

excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled Association member can report for work providing the Association member reports within the five (5) day period. Association members recalled to work for which they are qualified are obligated to take said work. An Association member who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

- I. Association members on layoff shall retain their seniority for purpose of recall for a period of two (2) years after date of layoff. Any association member on layoff for more than two years shall lose his/her seniority and any further rights under this agreement.

### ARTICLE XIII

#### LEAVE PAY

- A. Each Association member shall be entitled to fifteen (15) days sick leave during any contract year except that first year employees in Marlette Schools shall have fifteen (15) days credited to their account which shall be available to them upon their reporting to work.
- B. Of the fifteen (15) days allowed for sick leave each year, five (5) days may be used for emergency leave.
- C. Emergency leave days may be granted for the following purposes and in accordance with the following procedures:
  1. For an accident, death or critical illness in the immediate family-- father, mother, spouse, children, brother, sister, or immediate family through marriage.
  2. Of the five (5) days provided for in (B) above, Association members shall be permitted to transact personal business according to the following schedule: All employees with five (5) years of service or less in the School System shall be granted one (1) day. Employees with more than five (5) years of service in the School System shall be granted two (2) days.
    - a. It is understood that such personal leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday. Exception: graduation exercises for the employee, spouse, son or daughter. Honor convocation honoring the employee. Military departure of a son or daughter or attendance at summer school.
    - b. It is further understood that no more than one (1) employee from the Association will be excused on a given day.
  3. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance.
  4. Emergency leave days shall be granted when the request has been made in writing to the superintendent or designee through their immediate supervisor at least twenty-four (24) hours in advance. Emergency leave without twenty-four (24) hours notice may be granted at the discretion of the immediate supervisor. Such requests shall be considered on a priority basis as of time of receipt by the Superintendent or designee.

- D. In addition to emergency leave days as provided in Paragraph C above, additional leave days without pay may be granted subject to the Superintendent's approval upon receipt of written application for such leave by the employee at least twenty-four (24) hours in advance.
- E. Unused sick leave shall accumulate to a maximum of ninety (90) days, it being expressly understood that none of the accumulated may be used for emergency leave as specified in Paragraph C. above.
- F. All unused sick leave days in excess of ninety (90) days shall be returned to the employee at the end of the current school year on the basis of fifteen (\$15) dollars per day.
- G. If an employee leaves his or her position after 10 consecutive years of employment, unused sick days up to a total of 105 days, shall be reimbursed at the rate of \$15.00 per day.
- H. The Board of Education reserves the right to require proof of illness if an employees absence exceeds ten (10) consecutive duty days or for suspected abuse of sick leave.
- I. The Board of Education reserves the right to require a physical examination at the expense of the Board when in the judgement of the Board such evidence will serve the best interest of either the employee or the district.
- J. Duty days shall mean those days when pupils are in attendance.
- K. There shall be deducted one day's pay of the employee for each duty day of unauthorized leave. Furthermore, any employee who repeatedly takes unauthorized leave may be subject to additional disciplinary action by the Board of Education, if, in the Board's opinion, such action is warranted.

#### ARTICLE XIV

##### JURY DUTY

- A. An Association member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time. Fees received for such duty (excluding mileage) shall be reimbursed to the school district unless the fees are greater than the employee's wages.

## ARTICLE XV

### UNPAID LEAVES

#### A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an Association member. During said leaves, seniority shall be frozen at the level attained by the Association member at time of leave.
2. Requests for leaves of absence 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 Association member returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began. At least five (5) working days prior to the date a leave is scheduled to expire, an employee shall notify the Board of his/her intent to return to work.

#### B. Unpaid leaves of absence may be taken for the following purposes.

1. Military leave - A military leave of absence shall be granted to an Association member who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, an Association member shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period. Members of the association unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in a GI Bill approved program or institution.
2. Public Service - A leave of absence not to exceed four (4) years shall be granted to any Association member upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, an Association member shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period.
3. Parental/Child Care - A leave of absence may be granted to any association member. A pregnant association member may commence said child care leave at her option. Likewise, she may terminate the leave anytime after the birth of the child and provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence shall be terminated upon request of the association member.



ARTICLE XVI

EMPLOYER RIGHTS

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Agreement.
- B. The Board agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan, with specific attention being given to regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Board shall not direct or require an association member to violate any Federal law, State law, or State regulation.

ARTICLE XVII

MISCELLANEOUS

- A. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this agreement shall continue in effect.
- B. Copies of the Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all Association members now employed, or hereafter employed by the Board.

ARTICLE XVIII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1992, except as provided herein, and shall continue in effect through June 30, 1993. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date, unless it is extended by mutual agreement of the parties.

For the Association

For the Board of Education of the  
Marlette Community Schools  
Marlette, Michigan

By Belva Clark

By Stall Johns

Its President

Its President

Katherine Christensen  
Team Member

By James V. Parker 12-2-92  
Superintendent

Karen Wiegert  
Team Member



APPENDIX A

GRIEVANCE REPORT FORM FOR MARLETTE BOARD

Grievance # \_\_\_\_\_ School District Distribution of Form:  
1. Superintendent  
2. Principal/Supervisor  
3. Association  
4. Grievant

Submit to Supervisor/Principal in Duplicate

Building          Assignment          Name of Grievant          Date Filed

LEVEL I

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition of Supervisor/Principal: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Principal/Supervisor      Date

D. Disposition of Grievant and/or Association: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

GRIEVANCE REPORT FORM

LEVEL II

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL III

A. Date Received by Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL IV

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

B. Disposition & Award of Arbitration Committee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Arbitration Committee  
Chairperson

\_\_\_\_\_  
Date

Note: All provisions of Article \_\_\_\_\_ of the Agreement dated  
\_\_\_\_\_, 19\_\_\_\_, will be strictly observed in the settlement  
of grievances.

Tentatively Agreed to this

Date: \_\_\_\_\_

MCPA \_\_\_\_\_

MCS BOARD \_\_\_\_\_

APPENDIX B

WAGE SCHEDULE

92-93

Asst. Head Cook	Start	
	After 45 days	
	After 1 year	
	After 2 years	8.71
Baker/Full Time Helper I	Start	7.21
	After 45 days	7.54
	After 1 year	7.88
	After 2 years	8.18
Full Time Helper II	Start	7.03
	After 45 days	7.36
	After 1 year	7.69
	After 2 years	8.02
Part Time Helper	Start	6.97
	After 45 days	7.20
	After 1 year	7.54
	After 2 years	7.88
Substitute*		5.63
Paid Holidays	Labor Day (if school is in session)	
	Thanksgiving Day	
	Day after Thanksgiving Day	
	Christmas Eve	
	Christmas Day	
	New Year's Day	
	Good Friday	
Memorial Day		

WORK YEAR DEFINED:

The work year shall consist of 180 days or as specified by the established school calendar if more days of attendance are negotiated.

Of these 180 days, there will be two (2) days granted for inclement weather as specified by the Michigan State Aid Act (1986-87)

The Marlette Board of Education agrees to pay one half of the normal hours of pay when school is cancelled due to inclement weather conditions. In order to receive this compensation, the employee must have reported to work.

After these two (2) days are exhausted, a make-up schedule as negotiated between the Board and the MEA shall be as follows:

If 180 days of instruction are not provided as mandated by the State and Marlette Community Schools state aid shall be reduced because of an employee groups refusal to work the make-up schedule, that employee or groups wages shall be reduced by the days not worked as mandated to reach 180 days.