

1991-93 AGREEMENT

BETWEEN

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT

AND

MARQUETTE-ALGER INTERMEDIATE SCHOOL DISTRICT EMPLOYEES,  
CHAPTER OF LOCAL 2565  
COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

*Marquette-Alger Intermediate School District*

Effective: July 1, 1991  
Termination: June 30, 1993  
Reopener: April 30, 1993

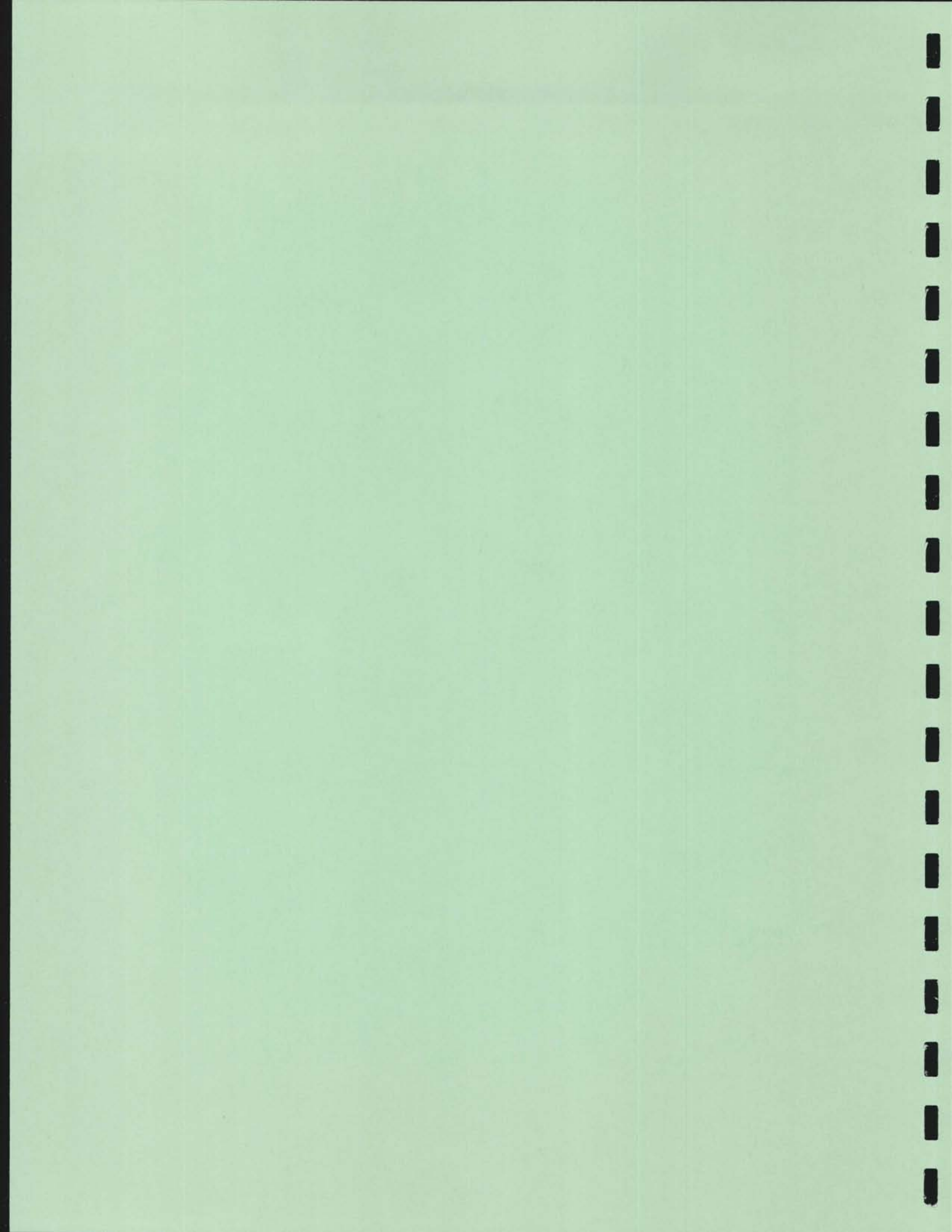


TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Agreement. . . . .	2
Purpose and Intent . . . . .	2
1. Recognition. Employees Covered . . . . .	2
2. School District's Right To Manage. . . . .	3
3. Union Security (Agency Shop) . . . . .	3
4. Dues Check-Off . . . . .	4
5. Authorization Form . . . . .	5
6. Representation Fee Check-Off . . . . .	5
7. Remittance of Dues and Fees and Payroll Deductions for Public Employees Federal Credit Union . . . . .	5
8. Union Representation . . . . .	6
9. Special Conferences. . . . .	6
10. Grievance Procedure. . . . .	6
11. Payment of Backpay Claims. . . . .	8
12. Discipline, Suspension and Discharge . . . . .	9
13. Seniority, Probationary Employees. . . . .	9
14. Seniority Lists. . . . .	.10
15. Loss of Seniority. . . . .	.10
16. Seniority of Officers and Stewards . . . . .	.10
17. Layoff Defined . . . . .	.10
18. Recall Procedure . . . . .	.11
19. Transfer . . . . .	.11
20. Job Posting and Bidding Procedures . . . . .	.12
21. Employee Evaluation. . . . .	.12
22. Veterans, Reinstatement Of . . . . .	.13
23. Leaves of Absence. . . . .	.13
24. Union Bulletin Boards. . . . .	.14
25. Rates for New Jobs . . . . .	.14
26. Temporary Assignments. . . . .	.14
27. Supplemental and Occasional Work Assignments . . . . .	.14
28. Jury Duty. . . . .	.15
29. Workmen's Compensation - On-The-Job-Injury . . . . .	.15
30. Workshops and Training Programs. . . . .	.16
31. Working Hours. . . . .	.16
32. Sick Leave . . . . .	.16
33. Funeral Leave. . . . .	.17
34. Terminal Leave . . . . .	.17
35. Personal Leave . . . . .	.18
36. Extreme Weather Days . . . . .	.18
37. Time and One-Half. . . . .	.18
38. Vacation Eligibility . . . . .	.19
39. Holidays . . . . .	.19
40. Pay Advance. . . . .	.20
41. Hospital, Life, Disability and Dental Insurance. . . . .	.20
42. Computation of Benefits. . . . .	.23
43. Waiver . . . . .	.23
44. Contracting and Sub-Contracting of Work. . . . .	.24
45. Consolidation or Elimination of Jobs . . . . .	.24
46. Volunteer Work . . . . .	.24

(cont'd)

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
47. Work Performed by Supervisors. . . . .	.24
48. Distribution of Agreement. . . . .	.24
49. Strikes and Work Interruptions . . . . .	.24
50. Termination and Modification . . . . .	.25
51. Retroactivity. . . . .	.25
Appendix A - Retirement. . . . .	.27
Appendix B - Wage Rates. . . . .	.27
Appendix C - Longevity Compensation Plan . . . . .	.27
Appendix D - Position Classifications. . . . .	.27
Addendum A - Vision Coverage Schedule	

## AGREEMENT

THIS AGREEMENT entered into on the 1st day of July, 1991, between the Marquette-Alger Intermediate School District (hereinafter referred to as the "School District"), and the non-certified employees of the Marquette-Alger Intermediate School District, Chapter of Local 2565, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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

ARTICLE 1 - RECOGNITION. EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School District does hereby recognize the Union as the exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the School District included in the bargaining unit described below:

"Unit: All non-certified employees, excluding secretaries and supervisors as defined by the Commission."

Definition

Full-time employees are those who are regularly scheduled to work thirty (30) or more hours per week. Full-time employees are entitled to all fringe benefits outlined in this Agreement. If during the term of this Agreement, teachers' hours or work schedules are reduced in such a manner that would impact on employees' benefits, the parties agree to reopen at the request of either party.

Regular part-time employees, who are regularly scheduled to work twenty (20) to thirty (30) hours per week, are entitled to one-half ( $\frac{1}{2}$ ) fringe benefits as specified in this Agreement.

Irregular part-time employees regularly scheduled to work less than twenty (20) hours per week will not receive any fringe benefits specified in this Agreement.

Substitute employees are those employees hired for either full, regular part-time or irregular part-time work as a substitute for a regular employee who is absent from work. However, the substitute employee may only work for a limited period of time, not to exceed four weeks (except as provided in Article 26 Section D).

When a substitute employee has worked four (4) consecutive weeks and is retained as a regular full time, part-time or irregular part-time employee, the employee's official hiring date shall be the first day of the preceding four (4) week period. At this point the substitute will become a bargaining unit member. Substitute employees shall not be used to circumvent Article 20 and 26.



Temporary employees are those employees who are scheduled to work a specific assignment for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition previously agreed to by the Union and Management.

#### ARTICLE 2 - SCHOOL DISTRICT'S RIGHT TO MANAGE

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States except as modified by the terms of this agreement. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education Minutes or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. It agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the School District to manage and operate the school system. Generally this includes, but is not limited to the right to: hire, suspend for just cause, discipline for just cause, discharge for just cause, promote, demote, assign, transfer, lay-off, recall or relieve employees; determine by interview, performance, written tests, or other generally accepted methods or procedures, the ability, aptitude and/or qualifications of individual employees for assignment to, employment in, or promotion to the various positions and job classifications; determine the number of employees; schedule employees as it deems necessary; establish the qualifications for various positions and job classifications; establish policies, rules and regulations governing the employees and students in its school system; enforce and maintain discipline and efficiency among employees; determine the nature, scope and type of facilities and services provided by the School District; alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the school district. He shall raise any question he has to the school district's right to give him the order or instruction only after he carried out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions of this Agreement providing this section does not conflict with union rights under Public Act 279 and are applied in a reasonable manner. No employee is required to carry out an order that is in violation of any law or is in an obvious and serious hazard to his/her safety or the safety of others.

#### ARTICLE 3 - UNION SECURITY (Agency Shop)

A. Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the union or pay a representation fee to the union equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.

B. Employees covered by this agreement who are not members of the union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing forty-five (45) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the union or pay a representation fee to the union equal to dues and initiation fees required for membership for the duration of this agreement, commencing the forty-fifth (45th) day following the beginning of their employment in the unit.

D. The school district shall not be required to take any action to terminate the employment of anyone for failure to comply with the requirements of this Article unless the Union shall, in writing, specifically identify the employee and request that the provisions of this article be enforced.

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

ARTICLE 4 - DUES CHECK-OFF

A. The employer agrees to deduct from the wages of any employee, who is a member of the union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see Article 5), provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the employer and the union.

B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local union. Each employee and the union hereby authorize the employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

C. The employer agrees to provide this service without charge to the union.

D. See Article 5.

ARTICLE 5 - AUTHORIZATION FORM

To: \_\_\_\_\_  
EMPLOYER

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

- [ ] An amount established by the Union as monthly dues.
- or
- [ ] An amount equivalent to monthly union dues, which is established as a service fee.

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

By: PLEASE PRINT

FIRST NAME		INITIAL
LAST NAME		
STREET NUMBER	STREET NAME AND DIRECTION	
CITY		ZIP CODE
AREA CODE	TELEPHONE	CLASSIFICATION

\_\_\_\_\_  
 SIGNATURE EMPLOYER'S COPY DATE

ARTICLE 6 - REPRESENTATION FEE CHECK-OFF

A. The employer agrees to deduct from the wages of any employee who is not a member of the union the union representation fee, as provided in a written authorization in accordance with the standard form used by the employer herein (see Article 5), provided, that the said form shall be executed by the employee.

The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the union.

B. The amount of such representation fee will be determined as set forth in Article 5 of this contract.

C. The employer agrees to provide this service without charge to the union.

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

ARTICLE 7 - REMITTANCE OF DUES AND FEES AND PAYROLL DEDUCTIONS FOR PUBLIC EMPLOYEES FEDERAL CREDIT UNION

A. When Deductions Begin. Checkoff deductions under all properly executed Authorization for Check Off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

C. The employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees for whom the deductions were made as well as the names and addresses of the employees who through a change in their employment status, are no longer subject to the deductions.

D. The board shall deduct from the salary of any employee and make appropriate remittance for the Public Employee's Federal Credit Union payroll deduction savings plan. Said deduction will be made in equal bi-weekly amounts as authorized by the employee in a written authorization delivered to the business manager during an open enrollment period of one (1) month. Deductions will begin only on the first pay period following open enrollment.



## ARTICLE 8 - UNION REPRESENTATION

A. Stewards, Alternate Stewards and Unit Chairmen. The employees covered by this agreement will be represented by three (3) stewards. The union shall assign at least one (1) steward to each of the following locations or departments.

Transportation:	One (1) steward
Classroom:	One (1) steward
All others:	One (1) steward

1. The employer will be notified of the names of the three (3) alternate stewards who would serve only in the absence of a regular steward.

2. The Chapter Chairperson and/or Stewards shall be allowed to present or discuss grievances with the employer during regular working hours without loss of time or pay provided, however, that the permission of the immediate supervisor is obtained. The supervisor shall release the Chairperson and/or Stewards for this purpose only when such release will not interfere with work assignments or school functions.

## ARTICLE 9 - SPECIAL CONFERENCES

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

## ARTICLE 10 - GRIEVANCE PROCEDURE

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

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

Step 1. An employee alleging a violation of the expressed provision of this contract shall within fifteen (15) working days of its alleged occurrence or knowledge thereof may in the company of the steward orally discuss the grievance with his immediate supervisor in an attempt to resolve the same. Said

oral discussion shall be documented and signed by both parties. In any event a grievance not submitted within the time limits or sixty (60) calendar days from the occurrence of the event on which it is based shall be invalid and not accepted. The immediate supervisor shall within five (5) working days of the discussion of the grievance, render his decision in writing, transmitting a copy of the same to the steward and to the grievant. If the grievance is denied in writing it may proceed to Step 2.

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

1. It shall be signed by the grievant or grievants.
2. It shall contain a synopsis of the facts given rise to the alleged violation.
3. It shall cite the section or subsection of the contract alleged to have been violated.
4. It shall contain the date of all violations.
5. It shall specify the relief requested.

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

If the grievance remains unsettled in Step 1, it shall be presented by the Chapter Chairman, in writing to the superintendent within five (5) working days after the response of Step 1 is due. The superintendent shall sign and date the Chapter Chairman's copy. The superintendent or his authorized designee, shall then arrange for an informal meeting to take place within ten (10) working days between himself and other representatives of the school district and the union representative, the union's business agent, and any other conferees who may have an interest in the grievance. Either of the parties may arrange to have present at this meeting the grievant and/or any representative who participated in an earlier step of the grievance procedure or who could reasonably be expected to contribute to the discussion and possible settlement of the grievance. After such meeting has occurred, the superintendent shall answer the grievance in writing within five (5) working days. If the grievance is denied, it may be applied to Step 3.

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

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

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

B. Rules of the Grievance Procedure:

1. In no event, shall the school district be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the employee would have earned from the school district, less any amount he had received or is entitled to receive from other employment, self-employment, or (if applicable) Unemployment Compensation.

2. For purposes of the grievance procedure, a day shall be deemed to mean Monday through Friday, excluding holidays. The day on which action is taken by either party shall not be considered part of the time limit provided.

3. The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.

4. In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in his place.

5. A grievance not advanced to the next higher step by the union within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the last answer given to it by the employer.

ARTICLE 11 - PAYMENT OF BACKPAY CLAIMS

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

ARTICLE 12 - DISCIPLINE, SUSPENSION AND DISCHARGE

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

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

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and when requested the employer will make a meeting room available where he may do so before he is required to leave the property of the employer. Upon request, the employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the grievance procedure within five working (5) days.

D. Use of Past Record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 13 - SENIORITY, PROBATIONARY EMPLOYEES

A. An employee shall be considered to be on probation until he has completed three (3) calendar months of regular full-time employment or four (4) calendar months of regular part-time or irregular part-time employment, measured from his first day of work for the school district after his most recent hiring.

B. An individual who has, within the preceding two (2) years, been employed by the Marquette-Alger Intermediate School District, and who is being re-employed to work in the same classification, shall not be required to serve a new probationary period. All others shall be required to serve a new probationary period.

C. The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this agreement, except discharged and disciplined employees for other than union activity.

D. Seniority shall be on a departmental basis, in accordance with employee's last date of hire in that department. Departments are defined as: Transportation, Classroom, Media, and Curriculum & Instruction. However, for placement on the wage and longevity schedule his/her seniority will be based by their accumulated district-wide seniority. When an employee moves from one department to another, their seniority in that department will be frozen at the time of said move.



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

#### ARTICLE 14 - SENIORITY LISTS

A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

B. The seniority list on the date of this agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority.

C. The employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up-to-date copies during the months of September and January of each school year.

#### ARTICLE 15 - LOSS OF SENIORITY

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

A. He quits.

B. He retires.

C. He is discharged and the discharge is not reversed through the procedure set forth in this agreement.

D. Fails to notify their supervisor of unavailability to report to work.

E. If he does not return to work when recalled from layoff as set forth in the recall procedure.

F. Return from sick leave and leaves of absence will be treated the same as (D) above.

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

#### ARTICLE 16 - SENIORITY OF OFFICERS AND STEWARDS

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

#### ARTICLE 17 - LAYOFF DEFINED

A. The word layoff means a reduction in the work force due to a decrease of work or lack of funds. The layoff of employees shall be made on the basis of departmental seniority and minimum qualifications. Departmental layoff shall be according to seniority in their department provided that the senior employees can perform the job responsibilities.



B. In the event it becomes necessary for a layoff the employer shall meet with the proper union representatives at least two (2) weeks prior to the effective date of layoff. At such meeting the employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.

C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.

E. During a layoff there shall be no scheduled overtime except in connection with employees assigned to normally scheduled bus runs.

#### ARTICLE 18 - RECALL PROCEDURE

A. When the working force is increased after a layoff, employees will be called according to departmental seniority with the most senior employee on layoff being recalled first, provided such employee meets minimum qualifications to perform work available. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of notice of recall, he shall be considered a voluntary quit. In proper cases, exceptions may be made.

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

#### ARTICLE 19 - TRANSFER

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

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

ARTICLE 20 - JOB POSTING AND BIDDING PROCEDURES

- A. If a permanent, non-certified employee vacancy occurs or is anticipated the superintendent shall post for a period of seven (7) working days, setting forth the requirements for the position on designated bulletin boards in each building. Any employee from within the bargaining unit may apply for the position within the posting period. In the event no employee from within the bargaining unit applies or qualifies, the job may be filled from outside the bargaining unit. Vacancies or newly created positions which the Board determines to fill will be on the basis of seniority, experience and qualifications of the applicant and other relevant factors. If it is determined that two or more employees are equally qualified, then the most senior employee will be granted a four week trial period. In the event that a more senior employee is denied the position, reasons for such denial will be given to the employee upon written request of the employee within five (5) working days of said decision.
- B. During the first four (4) weeks after the employee has been promoted to a new assignment, he may transfer back to his old assignment either at his own request or at the option of the superintendent. If the superintendent reassigns the employee back to his old position, the reason for such action will be conveyed to the employee in writing.
- C. The board will furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards and at the end of the posting period, should the position be filled the Chapter Chairman will be notified who was awarded the job.
- D. During the trial period employees will receive the rate of the job they are performing.
- E. During recess periods, when school is not in session, the employer agrees to mail notice of job postings to four (4) designated bargaining unit contact persons. It is the responsibility of the union to furnish the employer with names and addresses of the contact person to which job postings are to be sent.

ARTICLE 21 - EMPLOYEE EVALUATION

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

ARTICLE 22 - VETERANS, REINSTATEMENT OF

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

ARTICLE 23 - LEAVES OF ABSENCE

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

1. Maternity;
2. Illness of the employee (physical or mental);
3. Prolonged and serious illness in the immediate family requiring the presence and assistance of the employee.

The board reserves the right, in the case of any leave granted under this paragraph, to require the employee to provide evidence confirming the circumstances requiring the leave. This evidence shall include, but is not necessarily limited to, certificates or letters from licensed physicians, the union, the hospital, or anyone else familiar with the circumstances. The board may also, depending on the circumstances, require an employee returning from a leave granted by this paragraph to provide evidence that the employee is physically and mentally capable of returning to work. No leave granted by the provisions of this paragraph shall exceed one (1) year. Any extension beyond that period shall be solely and completely within the discretion of the board; provided, however, that the request for extension may be presented by the Union Steward or Chairperson. The Board of Education will continue health care benefits up to six (6) months for employees who have been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. (i.e., If an employee has exhausted his/her personal sick leave days, he/she can request a medical leave under provisions of this article. If granted, the Board will continue health care benefits from the date of said medical leave up to six (6) months. Other benefits that an employee may have are not included under this provision).

Employees shall accrue seniority while on any leave of absence granted by the provisions of Section A of this article; and shall be returned to his former position. In proper cases exceptions shall be made by the parties.

B. Discretionary Leaves of Absence. Leaves of absence, without pay and without loss of seniority, for a period of not to exceed one (1) year may be granted by the board for any reason it deems sufficient. Such leaves may be granted for education reasons, training, serving in any elected or appointed position in the Union, providing, however, that the granting of such leaves shall be solely and completely in the discretion of the board and may be made upon such conditions as the board chooses to specify.

Employees shall not accrue seniority while on any leave of absence granted by the provisions of Section B of this article but shall be returned to a position to which his qualifications and seniority entitle him.

C. Officers of the union selected to attend a function of the union shall be allowed time off (not to exceed five (5) work days) without pay to attend, provided there is two (2) weeks prior notification to the school district.

#### ARTICLE 24 - UNION BULLETIN BOARDS

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

#### ARTICLE 25 - RATES FOR NEW JOBS

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

#### ARTICLE 26 - TEMPORARY ASSIGNMENTS

A. Temporary assignments for the purpose of filling vacancies of employees who are absent from work due to vacation, extended illness, etc., will be reviewed by the administration and the most senior employee who is qualified will be assigned to the temporary position provided that such assignment does not cause an undue interruption in the normal school programs. The most senior employee will have the opportunity to accept or decline a temporary assignment. Should the assignment be declined, then it will go to the next most senior qualified employee, etc. If the assignment is still not filled, then the least senior qualified employee will be assigned to the position.

B. When an employee is assigned to a higher classification, he will receive the rate of pay of the classification for all hours worked in that classification.

C. In the event the vacancy is expected to exceed four weeks but is not permanent, such vacancy shall be filled by utilization of the Job Posting and Bidding Procedure.

D. Should no employees of the bargaining unit apply for a temporary vacancy, the vacancy may be filled by substitute beyond four (4) weeks, provided there is mutual agreement in writing between the union and management.

#### ARTICLE 27 - SUPPLEMENTAL AND OCCASIONAL WORK ASSIGNMENTS

A. Employees interested in additional or supplemental work assignments shall indicate their interest by completing a written application during the first week of the fall term, the first week of the spring term and the first week of the summer term. Supplemental work will be assigned according to seniority and hours available. An employee who begins employment within a supplemental term may apply for supplemental work on an "as needed rotation basis" provided, said employee has met all the district's employment requirements.



1. Such applications shall be valid only for the term in which it is completed and shall specify the number of additional hours desired (not to exceed a total of forty (40) hours per week).
2. In filling a long-term vacancy, the supervisor shall assign the available work to one of the applicants on the basis of seniority and qualifications subject to the provisions of Article 26 of this agreement.
3. An applicant who is twice offered additional work and who twice refuses additional work shall be ineligible for supplemental work assignments and shall have his application invalidated. Employees are required to notify the supervisor by 7:00 a.m., that they are unavailable for work that day; said refusal shall not be counted against the employee.
4. When possible, substitute teacher aides will be from the transportation department prior to hiring from the outside. If the situation is reversed, teacher aides will be utilized for substitute bus aides.
5. An employee may utilize MAISD transportation for the purpose of getting to the supplemental work site providing such utilization does not interfere with a scheduled event or alter an established route.
6. Upon written request by either party, the supplemental work assignment procedure will be reviewed once each term by representatives of both parties to insure the spirit and intent on assigning such work is done in the best interest of both parties.

B. Occasional work is that work assigned on "as needed basis", (i.e., bus parts, teacher aide for a bus aide), and work will be assigned on a rotation basis.

#### ARTICLE 28 - JURY DUTY

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

#### ARTICLE 29 - WORKMEN'S COMPENSATION - ON-THE-JOB INJURY

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



ARTICLE 30 - WORKSHOPS AND TRAINING PROGRAMS

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

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

ARTICLE 31 - WORKING HOURS

A. Hours of Work. It is expected that from time to time employees may, as a result of unforeseen circumstances, be required to spend extra time beyond the regular day on their job.

B. Due to diverse needs of the district, establishing working hours within the confines of this agreement would be impractical. Hours of work will be established at the beginning of each school year and may be modified according to needs, however, no changes in excess of an hour will be made without prior notice to the union.

C. Employees will be allowed time during the work day to eat lunch, however, such time is dependent upon the program and needs of the district as determined by the immediate supervisor.

D. Employees may take a coffee break.

E. An employee called back to work shall be guaranteed at least three (3) hours of pay at the rate of time and one-half but he may be expected to work the three (3) hours.

ARTICLE 32 - SICK LEAVE

A. Full-time employees (thirty or more hours per week) shall earn one (1) day of sick leave per month for each month worked.

B. Regular part-time employees (twenty to thirty hours per week) shall earn one-half (1/2) day of sick leave per month for each month worked.

C. Irregular part-time employees (less than twenty hours per week) will not receive sick leave.

D. Sick leave may be borrowed to the end of the current fiscal year. In the event an employee terminates employment prior to the end of the fiscal year, a deduction will be made for sick leave used above his/her accumulated amount.

E. The unused portion of such allowance shall accumulate from year to year without limitation. The board shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of sick leave.

F. Employees are required to review and sign an accurate absentee report as completed by the supervisor and return said report not later than two (2) working days after receipt from the supervisor.

G. One additional day of sick leave allowance per each full-time employee shall be placed in a sick leave bank at the end of each fiscal year. The bank will be jointly administered by MAISD and the Union and sick leave will be granted only in dire need situations. There shall be a maximum accumulation of 100 days in the bank.

H. The employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement and will be construed as days worked specifically.

I. When an employee finds it necessary to use sick leave she/he shall give his/her supervisor as much advance notice as possible on a day to day basis. The superintendent may, upon his discretion, require that the employee document or prove an illness of four (4) or more consecutive days' duration prior to the payment of sick leave benefits; such documentation may consist of a physician's statement.

J. The Union and the Board recognizes that excessive absences from work is costly for the District. Therefore, the District will equally share the savings of substitute cost with the Union if such substitute costs are less than that of the previous year. This benefit will apply only to those employees who fall below the average of the employee sick leave absences for the year (i.e., if substitute costs were reduced by \$2,000 from the previous year, and the average number of absences for 11 employees in the bargaining unit was five for that year, those employees falling below the average absences would split the \$1,000 equally). Payments will be made after the close of the school year, but prior to June 30th.

#### ARTICLE 33 - FUNERAL LEAVE

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

#### ARTICLE 34 - TERMINAL LEAVE

Upon retirement from the district and upon simultaneously becoming eligible for retirement benefits from the Michigan School Employees Retirement Fund Board, the board shall pay a terminal leave payment of 2% of the employees' total

gross salary earned in service to the district with a minimum of five (5) years of employment. The maximum payment to be received under this section shall not exceed two thousand five hundred dollars (\$2,500) said payment to be made on the last day of employment.

#### ARTICLE 35 - PERSONAL LEAVE

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

#### ARTICLE 36 - EXTREME WEATHER DAYS

In the event that non-certified personnel are unable to work because the superintendent or his designee has decided classes cannot be held due to excessive snow or ice conditions, the employee shall still be paid for that day. Days which cannot be counted as days of instruction will be required to be made up without additional compensation per state aid requirements.

#### ARTICLE 37 - TIME AND ONE-HALF

- A. Time and one-half will be paid as follows:
  - 1. For all hours over eight (8) in one day;
  - 2. For all hours over forty (40) in one week.
- B. An employee will not be eligible to receive time and one-half for hours worked in excess of eight (8) hours in one day when an extended work day has had prior approval between the employee and his immediate supervisor. This provision allows for the use of compensatory time in place of overtime.
- C. Whenever an employee is requested to work overtime by the Employer, compensatory time in lieu of overtime pay may be awarded if there is mutual agreement between the employee and his immediate supervisor. This time to be taken within the same pay period.
- D. In the event an employee of the district desires to substitute in a classification other than his own said employee must work at the straight time rate while so substituting even though said hours would exceed eight hours in one day. Employees will be paid the prevailing wage of the job they are substituting in accordance with the employee's seniority step.

E. Time and one-half shall be paid when such overtime is approved by the immediate supervisor. Overtime pay shall not be pyramided and shall not be paid when an employee is on sick leave, personal leave, funeral leave or not working due to extreme weather conditions.

#### ARTICLE 38 - VACATION ELIGIBILITY

A. Vacations will be taken at the convenience of the Intermediate Office conforming with the requirements of the individual departments. An employee should consult with his supervisor each year concerning vacation allowance and the time to be scheduled.

B. Vacations with pay will be for only those employees who are normally scheduled to work twelve months at forty (40) hours per week. Vacation time is non-cumulative and must be taken or it will be lost.

Upon completion of one year - 1 week  
 Upon completion of three years - 2 weeks  
 Upon completion of ten years - 3 weeks

C. Employees who terminate prior to completion of twelve (12) months employment are not entitled to vacation pay.

D. A vacation may not be waived by an employee and extra pay received for work during that period.

E. If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

#### ARTICLE 39 - HOLIDAYS

A. Employees who are employed for 52 weeks per year will be granted the following holidays:

Labor Day  
 Thanksgiving Day  
 Christmas Day  
 New Year's Day  
 Memorial Day  
 An additional day between Christmas and New Year's  
 as scheduled by the Superintendent

B. An employee shall be eligible for holiday pay under the following conditions:

1. The employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.

2. Exceptions to the preceding sub-paragraph will be made:

- Where the employee is granted prior paid leave for the shift prior to the holiday for good cause.
- Where the employee is granted paid leave for the shift after the holiday for good cause.

C. If a holiday falls on either a Saturday or Sunday, employee will have off either the same Monday or Friday. The employer will select which day the employee will have off.

ARTICLE 40 - PAY ADVANCE

A. If a regular payday falls during an employee's vacation, he will receive that check in advance when possible provided ample notice has been given to the payroll department.

B. Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 41 - HOSPITAL, LIFE, DISABILITY AND DENTAL INSURANCE

A. Upon submission of a written application, the board agrees to provide health care protection with the following subsidy according to family status towards SET Comprehensive Health Care Plan Ultra Med (effective January 1, 1992) with hospital/medical benefits program equivalent to the district's current coverage or through another carrier chosen at the discretion of the Board of Education for those employees hired after July 1, 1982.

Single - Not to exceed \$165.45 per month  
 Self, Spouse and/or Dependent - Not to exceed \$365.20 per month  
 Full Family - Not to exceed \$398.32 per month

Add MASB-SET Med-Check to Hospitalization Program.

Grandfather Clause - The Marquette-Alger Intermediate School District shall pay up to \$170.00 per month per employee, SET Ultramed D "500" or another carrier selected by the Board. Employees eligible to receive benefits under this clause must have been employed and working prior to July 1, 1981. Employees who take leaves or apply for a new position within the Marquette-Alger Intermediate School District will retain their rights under the grandfather clause.

For 1992-93 the Board will provide the same health care protection but will pay the first fifteen percent (15%) of an increase in premiums. Should premium increases exceed fifteen percent (15%), the Board and the employee will share equally the premium cost over the fifteen (15%) percent limit.



B. An individual employee insurance account will be created for each eligible employee which, at the beginning of each insurance contract year, will be credited as follows:

Single Insured -	\$300.00
Two Person -	\$400.00
Full Family -	\$500.00

C. In the event an employee incurs eligible medical expenses during the insurance contract year, the Board of Education will reimburse the employee the deductible amount up to, but not to exceed \$500.00 per year. As such reimbursement takes place, a corresponding amount will be deducted from the individual employee insurance account. In any insurance contract year, the account will not be reduced by more than the amount credited to that account for that insurance contract year. For example, assuming a full family credit of \$500.00 for the first insurance contract year and no eligible medical expenses incurred during that year, the account will have a \$500.00 balance.

D. All unused funds credited to an individual employee insurance account will be paid out on a yearly basis upon receipt of insurance claim information from the insurance carrier as to the actual claims by each employee. Payments under this program will cease as of December 31, 1991.

E. Employees who have completed less than one (1) complete year under the insurance plan are not eligible to receive insurance account payment.

F. In the event an employee retires under the Michigan Public School Employees Retirement System or is on layoff status in excess of two (2) years, the individual employee insurance account will be credited with \$250 from January 1, through June 30. The individual insurance account will be credited with an additional \$250 on July 1; final payment to be made less actual claim verification from the insurance carrier. Payments will cease as of December 31, 1991.

If an employee terminates his/her employment, payment on the individual insurance account will be prorated to the nearest month less actual claims as verified by the insurance carrier.

G. In the event an employee dies before termination or retirement, 100% of the account will be payable to the employee's designated beneficiary.

H. At the time of withdrawal, the employee will hold the school district harmless from any and all outstanding eligible medical expenses not previously submitted for either the current or any previous insurance contract year.

I. If an employee elects not to be covered through this hospital/medical benefits program, such employee's individual insurance account will be initially credited with the sum of \$500.00 per insurance contract year which will be reduced to the extent that the employee chooses the optional insurance benefits set forth below:

1. Group hospital confinement
2. Group short term disability
3. Group long term disability
4. Group additional term life
5. Group dependent life
6. Group survivor income

For example, should the employee choose none of the optional benefits, the credited amount of \$500.00 will remain in the individual employee insurance account. Should the employee choose optional benefits requiring a premium of \$300.00 during that insurance contract year, the employee will receive the insurance benefits and will conclude the year with the \$200.00 balance in the individual employee insurance account. This program is terminated as of December 31, 1991.

J. Upon submission of a written application the board shall pay premiums for Group Life Insurance in the amount of \$10,000 for eligible employees which will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Continuation of a percentage of above group rates shall be governed by the rules and regulations of the insurance carrier.

K. Dependent life insurance in amount not exceeding one-half (1/2) of the employee's benefits will be available on an optional basis.

L. The Board shall provide Long Term Disability Insurance for each member of the bargaining unit provided that the premium for such insurance shall not exceed .46% of the members gross salary. No benefits shall be paid during the first six (6) months of disability. The benefits shall be 60% of annual earnings (excluding all fringe benefits) at the time disability commenced. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first.

M. Upon submission of a written application, the board shall provide a self-funded dental plan through an administrative insurance carrier selected by the Board at the same benefit level that employees received during the 1988-89 contract year on a twelve-month (12) basis for each employee. For 1992-93, the Board agrees to provide the same fully paid self-funded dental care protection plan.

N. Upon submission of a written application, the Board shall provide a self-funded vision program through an administrative insurance carrier selected by the Board at the benefit level found in Addendum A. For 1992-93 the Board agrees to provide the same fully paid self-funded vision care protection plan.

O. Full-time employees (thirty or more hours per week) shall receive full insurance benefits.

Regular part-time employees (twenty to thirty hours per week) shall receive one-half (1/2) insurance benefits.

Irregular part-time employees (less than twenty hours per week) will not receive insurance benefits.

P. The following provisions apply to Sections A, J, L, M, and N.

1. If an employee newly hired by the board commences work prior to the 15th of the month, then said employee is eligible to receive insurance benefits for the month. If an employee commences work on the 16th day or later in the month, insurance coverage will begin on the first day of the month following the month work commenced.

2. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the board in his/her behalf for failure to comply with this paragraph.

3. The board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.

4. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "At work requirements" with this employer before benefits are effective.

5. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.

6. Employees who have board-provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

#### ARTICLE 42 - COMPUTATION OF BENEFITS

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

#### ARTICLE 43 - WAIVER

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

ARTICLE 44 - CONTRACTING AND SUB-CONTRACTING OF WORK

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

ARTICLE 45 - CONSOLIDATION OR ELIMINATION OF JOBS

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

ARTICLE 46 - VOLUNTEER WORK

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

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

ARTICLE 47 - WORK PERFORMED BY SUPERVISORS

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

ARTICLE 48 - DISTRIBUTION OF AGREEMENT

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

ARTICLE 49 - STRIKES AND WORK INTERRUPTIONS

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



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

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

#### ARTICLE 50 - TERMINATION AND MODIFICATION

This agreement shall be effective when signed by the parties and shall continue in effect until June 30, 1993.

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

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

To the extent that any provisions of this agreement shall conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this agreement.

#### ARTICLE 51 - RETROACTIVITY

This agreement shall become effective as of its date of execution except for the following provisions:

Wages and applicable benefits retroactive to July 1, 1991.



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

FOR THE UNION:

Anna M. Trugembo  
Marie Martin  
Verdine Sweet

IN PRESENCE OF:

\_\_\_\_\_

FOR THE EMPLOYER:

Gerald J. Anderson  
John C. Myerlin  
\_\_\_\_\_

IN PRESENCE OF

Doris Inggj  
\_\_\_\_\_

APPENDIX A - RETIREMENT

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

APPENDIX B - WAGE RATES

See attached wage schedule.

APPENDIX C - LONGEVITY COMPENSATION PLAN

Following completion of an aggregate of six (6) years of continuous full-time classified service, each employee shall receive annual longevity payments as provided in the schedule. No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period. Payments to employees shall be made upon eligibility. For tax purposes, the board will treat longevity as two separate checks.

<u>Classification</u>	<u>6 Years and Over of Service</u>	
	<u>1991-92</u>	<u>1992-93</u>
Level 1 and Level 2	\$540	\$570
Level 3	\$530	\$560
Level 4	\$525	\$555
Level 5	\$520	\$550

APPENDIX D - POSITION CLASSIFICATION

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

LEVEL 1

Bus Mechanic  
Electronic Technician  
Specialized Personnel

LEVEL 2

Instructional Aides

LEVEL 3

Bus Driver

LEVEL 4

Teacher Aide

LEVEL 5

Bus Assistant, Classroom Assistant,  
Media Assistant, Mechanic Assistant, Custodian

1991-1992 AFSCME Salary Schedule

POSITION	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
Level 1	8.42	8.84	9.20	9.33	9.46	9.72
Level 2	8.21	8.63	8.99	9.12	9.25	9.51
Level 3	7.43	7.69	7.95	8.14	8.32	8.47
Level 4	7.28	7.59	7.69	7.83	7.95	8.27
Level 5	6.39	6.70	6.81	6.91	7.02	7.38

Irregular part-time employees shall be paid the starting rate of pay of the classification they are working in.

During the trial period, employees will receive the rate of the job they are performing.

Employees required to work in a higher classification shall be paid the rate of the higher classification.

1992-1993 AFSCME Salary Schedule

LEVELS	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
Level 1	8.77	9.19	9.55	9.68	9.81	10.07
Level 2	8.56	8.98	9.34	9.47	9.60	9.86
Level 3	7.78	8.04	8.30	8.49	8.67	8.82
Level 4	7.63	7.94	8.04	8.18	8.30	8.62
Level 5	6.74	7.05	7.16	7.26	7.37	7.73

Irregular part-time employees shall be paid the starting rate of pay of the classification they are working in.

During the trial period, employees will receive the rate of the job they are performing.

Employees required to work in a higher classification shall be paid the rate of the higher classification.

ADDENDUM A

COVERAGE SCHEDULE

Employer: Marquette-Alger Intermediate School District

VISION EXPENSE INSURANCE - Employee and Dependents Insurance - Non-Assignable

Complete Vision Examination Maximum. . . . .	.\$ 48.00
Single Vision Prescription Maximum per Pair of Lenses. . . . .	.\$ 63.00
Bifocal Prescription Maximum per Pair of Lenses. . . . .	.\$ 72.00
Trifocal Prescription Maximum per Pair of Lenses . . . . .	.\$ 90.00
Lenticular Prescription Maximum per Pair of Lenses . . . . .	.\$108.00
Contact Lens Prescription Maximum Per pair of Lenses . . . . .	.\$150.00
Standard-type Frames Maximum . . . . .	.\$ 60.00

-----  
BENEFIT DETERMINATION PERIOD: July 1 through June 30

SERVICE FREQUENCY:

Vision Examination: Once Every 12 Months  
Lenses: Once Every 12 Months  
Frames: Once Every 12 Months

EXTERNAL COORDINATION OF BENEFITS ONLY:  Included  Not Included

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



LETTER OF UNDERSTANDING

Marquette-Alger Intermediate School District Employees, Local 2565, Council #25 AFSCME and the Board of Education have reached the following understanding during the negotiation process on compensation for transportation personnel. Transportation personnel will be compensated at the rate of \$100.00 per year for each full year of employment as of June 30, 1991 at MAISD. Payment is based upon a continuous twelve/nine months of employment from a date of hire and is not prorated for partial years. Transportation employees who have less than three years of employment are not eligible to receive this benefit.

The transportation grievance filed by the Union on June 6, 1991 and schedule for arbitration on December 9, 1991 will be dropped as a condition of this settlement.

The parties have reviewed this Letter of Understanding and it is their mutual consent that they affix their signature.

Dated 9th day of December, 1991.

AFSCME LOCAL 2565

*Don Cron*  
\_\_\_\_\_

MARQUETTE-ALGER INTERMEDIATE BOARD OF EDUCATION

*Gerald J. Anderson*  
*James A. Myer*  
\_\_\_\_\_

