

# **MASTER AGREEMENT**

between

**Marquette-Alger  
Regional Educational Service Agency  
Board of Education**

and

**Marquette-Alger  
Regional Educational Service Agency  
Employees  
Chapter of Local 2565, Council #25  
American Federation of State, County and Municipal  
Employees, AFL-CIO**

**July 1, 2008 – June 30, 2009**

**July 1, 2009 – June 30, 2010**

**July 1, 2010 – June 30, 2011**

**July 1, 2011 – June 30, 2012**

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## **AGREEMENT**

THIS AGREEMENT entered into on May 27, 2008, between the Marquette-Alger Regional Educational Service Agency (hereinafter referred to as the "Agency"), and the non-certified employees of the Marquette-Alger Regional Educational Service Agency, Chapter of Local 2565, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "union").

### **PURPOSE AND INTENT**

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

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

### **ARTICLE 1 - RECOGNITION / EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, the Agency does hereby recognize the Union as the exclusive representative 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 Agency as defined in Appendix C – Position Classification.

Definition:

- A. "Full-time" employees are those who are regularly scheduled to work thirty (30) or more hours per week. "Full-time" employees are entitled to all fringe benefits outlined in this Agreement.
- B. "Regular part-time" employees, who are regularly scheduled to work twenty (20) to thirty (30) hours per week, are entitled to one-half (1/2) fringe benefits as specified in this Agreement.
- C. "Irregular part-time" employees regularly scheduled to work less than twenty (20) hours per week will not receive any fringe benefits specified in this Agreement.
- D. "Temporary" employees are those employees who are hired and scheduled to work a specified assignment for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition. Temporary employees are not eligible for membership in the Union.

### **ARTICLE 2 - AGENCY'S RIGHT TO MANAGE**

- A. The Agency retains all rights, powers and authority vested in it by the laws and constitutions 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 Agency 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. The Union agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the Agency to manage and operate the school system. Generally this includes, but is not limited to the right to: hire, suspend, discipline, discharge, promote, demote, assign, transfer, lay-off, recall or relieve employees; determine by interview, performance, written tests, or other generally accepted methods or procedures, the ability, aptitude and/or qualifications of individual employees for assignment or, employment in, or promotion to the various positions and job classifications; determine the number of employees; schedule employees as it deems necessary; establish the qualifications for various positions and job classifications; establish policies, rules and regulations governing the employees and students in its school system; enforce and maintain

discipline and efficiency among employees; determine the nature, scope and type of facilities and services provided by the Agency; alter or install new facilities and change or institute new methods, policies, procedures and/or systems.

- B. An employee covered by this Agreement shall immediately proceed to carry out any order or instruction given him by the Agency. He/she shall raise any question as to the Agency's right to give him the order or instruction only after he/she carried out the order or instruction, and his/her question must be based on a reasonable and sensible reading of a specific provision, or specific provisions of this Agreement providing this section does not conflict with union rights under the Public Employment Relations Act and are applied in a reasonable manner. No employee is required to carry out an order that is an objectively serious hazard to his/her safety or the safety of others.
- C. The Board of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

### **ARTICLE 3 - UNION SECURITY (AGENCY SHOP)**

- A. Each bargaining unit member shall, as a condition of employment, on or before forty-five (45) days from the date of the commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a service fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for membership dues or service fees, as is applicable.
- 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, less any amounts not permitted by law, 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, less any amounts not permitted by law, required for membership for the duration of this Agreement, commencing the forty-fifth (45<sup>th</sup>) day following the beginning of their employment in the unit.
- D. The Agency 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.

### **ARTICLE 4 - DUES CHECK-OFF**

- A. The Agency agrees to deduct from the wages of any employee, who is a member of the union, all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (see Article 6), provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice at any time, but then would be subject to service fee payments. The termination must be given both to the Agency 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 Agency 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 Agency agrees to provide this service without charge to the Union.
- D. See Article 6.

**ARTICLE 5 - PAYROLL DEDUCTION**

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

**ARTICLE 6 - AUTHORIZATION FORM**

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

I hereby request and authorize you to deduct from my earnings, one of the following:  
 An amount established by the Union as monthly dues  
 or  
 An amount 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		

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Signature	Employer's Copy	Date
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**ARTICLE 7 - REPRESENTATION FEE CHECK-OFF**

- A. The Agency 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 Agency herein (see Article 6), 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 at any time. The termination notice must be given both to the Agency and to the Union.
- B. The amount of such representation fee will be determined as set forth in Article 4 of this contract.
- C. The Agency agrees to provide this service without charge to the Union.

The Union agrees to defend and indemnify and save the Board, and including each individual Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with Articles 3, 4, 5 and 7 of this Agreement.

**ARTICLE 8 - REMITTANCE OF DUES AND FEES AND PAYROLL DEDUCTIONS**

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

- B. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5<sup>th</sup>) day of the month following the month in which they were deducted.
- C. The Agency shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees for whom the deductions were made as well as the names and addresses of the employees who through a change in their employment status, are no longer subject to the deductions.

#### **ARTICLE 9 - UNION REPRESENTATION**

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

Classroom: One (1) Steward

All Others: One (1) Steward

1. The employer will be notified of the names of the two (2) alternate stewards who would serve only in the absence of a regular steward.
2. The Chapter Chairperson and/or Stewards shall be allowed to present or discuss grievances with the employer during regular working hours without loss of time or pay provided, however, that the permission of the immediate supervisor is obtained. The supervisor shall release the Chairperson and/or Stewards for this purpose only when such release will not interfere with work assignments or school functions.
3. The Agency shall be entitled to rely on the authority of the chapter chairperson and stewards in representing the union and bargaining unit members for purposes of implementing and administering this Agreement.
4. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities there under, the Employer will allow the Local Union Chapter Chair, or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

#### **ARTICLE 10 - SPECIAL CONFERENCES**

A special conference on any matter, which either the Union or the Agency considers sufficiently important to call for such procedure, may be arranged by mutual agreement of the Union representative and the Agency. The party requesting a special conference shall do so in writing and shall accompany his/her request with a written agenda adequately identifying the matters to be taken up at the meeting. A special conference may be attended by such representatives of each party as each of them reasonably and sensibly deems useful to the discussion of the matters on the agenda. However, no more than three (3) representatives of either party shall participate in a special conference unless the parties mutually agree to the contrary. The Union representatives may meet on the employer's property for at least one-half hour immediately preceding the conference. Union representatives will receive paid released time to attend these meetings. A representative from Council #25 AFSCME may attend if requested by either party.

## ARTICLE 11 - GRIEVANCE PROCEDURE

### A. DEFINITION OF A GRIEVANCE

A "grievance" shall be defined as an alleged violation of the expressed terms and conditions of this contract. Any grievance filed shall specifically refer to the provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation and identify the requested remedy. 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 Agency will answer, in writing, any grievance presented to it, in writing, by the Union.

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

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

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

- It shall be signed by the grievant or grievants.
- It shall contain a synopsis of the facts given rise to the alleged violation.
- It shall cite the sections or subsections of the contract alleged to have been violated.
- It shall contain the date of all violations.
- 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 in writing by the Chapter Chairperson, to the Superintendent within five (5) working days after the response of *Step 1* is due. The Superintendent shall sign and date the Chapter Chairperson's copy. The Superintendent or authorized designee shall then arrange for a formal meeting to take place within ten (10) working days between the Agency, the Union representative, Chapter Chairperson or steward, the grievant, and the Union's business agent. Either of the parties may arrange to have present at this meeting the grievant and/or any representative who participated in an earlier step of the grievance procedure or who could reasonably be expected to contribute to the discussion and possible settlement of the grievance. After such meeting has occurred, the Superintendent shall answer the grievance in writing with five (5) working days. If the grievance is denied, it may be appealed 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 after receipt of the written answer at *Step 2*, present the written grievance to the Agency Board Committee. The Board Committee shall, within twenty (20) working days, or at its next regularly scheduled meeting, whichever is later, consider the grievance and hear any arguments or testimony which the grievant and/or the Union may wish to present to the Board Committee. The Board Committee shall, within



twenty (20) working days after such hearing, render its decision to the Union and the aggrieved employee.

*Step 4* If the Union is not satisfied with the disposition of the grievance by the Board Committee, 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 Michigan Employment Relations Commission (**MERC**) or the American Arbitration Association in accordance with its voluntary rules and procedures for a hearing before an impartial arbitrator. Michigan Employment Relations Commission (**MERC**) or the American Arbitration Association 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 Committee 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 (closing of the record) ARBITRATION.

## **B. RULES OF THE GRIEVANCE PROCEDURE**

1. In no event, shall the Agency 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 Agency, less any amount he/she had received or is entitled to receive from other employment, self-employment or (if applicable) Unemployment Compensation.
2. For purposes of the grievance procedure, a working day shall be deemed to mean Monday through Friday, excluding days when the central administrative offices are closed. The day on which action is taken by either party shall not be considered part of the time limit provided.
3. The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.
4. In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in his/her place.
5. A grievance not advanced to the next higher step by the Union within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the last answer given to it by the employer.

## **ARTICLE 12 - PAYMENT OF BACKPAY CLAIMS**

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

## **ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE**

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

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

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

#### **ARTICLE 14 - SENIORITY, PROBATIONARY EMPLOYEES**

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

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

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

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

- E. Seniority shall be based on years of continuous service in the bargaining unit.

#### **ARTICLE 15 - SENIORITY LISTS**

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

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

#### **ARTICLE 16 - LOSS OF SENIORITY**

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

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

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

#### **ARTICLE 17 - SENIORITY OF OFFICERS AND STEWARDS**

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

#### **ARTICLE 18 - LAYOFF DEFINED**

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

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

- B. In the event it becomes necessary for a layoff, the employer shall meet with the proper Union representatives at least two (2) weeks prior to the effective date of layoff. At such meeting the employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e. the least senior employee on the seniority list being laid off first.
- D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff.

- E. During a layoff there shall be no scheduled overtime.

#### **ARTICLE 19 - RECALL PROCEDURE**

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

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

- B. For the purpose of layoff and recall, an employee will not lose his/her recall status if he/she refuses to accept a job assignment over thirty miles from the position he/she occupied prior to being laid off, provided that such refusal is upheld by the Department of Consumer and Industry Services Bureau of Workers' and Unemployment Compensation and does not result in a denial of benefits to the employee. Recall status shall be for a period of six months from the effective date of layoff.

#### **ARTICLE 20 - TRANSFER**

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

#### **ARTICLE 21 - JOB POSTING AND BIDDING PROCEDURES**

- A. If a permanent 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 experience and qualifications of the applicant, seniority and other relevant factors. If it is determined that two or more employees are equally qualified, then the most senior employee will be granted a four week trial period. In the event that a more senior employee is denied the position, reasons for such denial will be given to the employee upon written request of the employee within five (5) working days of said decision.

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

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

## **ARTICLE 22 - EMPLOYEE EVALUATION**

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

## **ARTICLE 23 - VETERANS, REINSTATEMENT OF**

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

## **ARTICLE 24 - UNPAID LEAVES OF ABSENCE**

### **A. LEAVES OF ABSENCE FOR EMPLOYEES WHO QUALIFY UNDER THE FAMILY AND MEDICAL LEAVE ACT**

The Agency will grant an unpaid leave of absence to staff members under the Family and Medical Leave Act (FMLA) who are eligible, as defined under the Agency FMLA Policy. The leaves of absence will be subject to the Agency FMLA Policy, copies of which will be provided to the Union. The following provisions in addition to those in the FMLA Policy shall apply under this Agreement:

1. FMLA leave shall be without loss of seniority. Employees out on FMLA leave shall accrue seniority during the FMLA leave.
2. In the case of FMLA leave granted because of the staff member's own "serious health condition", the Agency will continue health insurance premium contributions (including dental and/or vision if employee is otherwise eligible) on behalf of the employee for up to six (6) months from the beginning date of the leave. In the case of FMLA leave granted for another purpose and where the Agency is obligated to maintain health insurance premium contributions under the FMLA, the contributions shall be for a maximum of twelve (12) weeks.
3. When a staff member is obligated under the Agency FMLA Policy to reimburse the Agency for health insurance premiums the Agency paid during the FMLA leave period, the amounts may

permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

4. If the opinion of a third health care provider is sought under the terms of the Agency FMLA Policy (due to a conflict between the medical certification of the employee's health care provider and that of the second health care provider paid for by the Agency), the third health care provider shall be mutually designated by the Board and the employee (in consultation with the Union, if requested by the employee). The cost of the examination of the third health care provider shall be paid by the Board.
5. Upon the employee's return from FMLA leave, the employee shall be restored to his/her former position or to an equivalent position. "Equivalent position" shall mean a position for which the employee is qualified and possesses sufficient seniority. Restoration may be denied in the event of a reduction in staff during the FMLA leave.

In the event of a conflict between a provision in Section A of this Article and a provision the Agency FMLA Policy, the provision in this Section A Shall govern.

## **B. DISCRETIONARY LEAVES OF ABSENCE**

A staff member who desires a leave of absence but does not qualify for FMLA leave may request a leave of absence. If granted, the leave of absence will be without pay and benefits and without loss of seniority for a period of not to exceed (1) year. The Board may grant the leave for any reason it deems sufficient. Such leaves may be granted for education reasons, training, serving in any elected or appointed position in the Union, provided, however, that the granting of such leaves shall be solely and completely in the discretion of the Board and may be made upon such conditions as the Board chooses to specify.

1. 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/her qualifications and seniority entitle him/her.
2. 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 Agency.

## **ARTICLE 25 - PAID LEAVES OF ABSENCE**

### **A. SICK LEAVE**

1. Full-time employees (thirty or more hours per week) shall earn one (1) day of sick leave per month for each month worked.
2. 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.
3. Irregular part-time employees (less than twenty hours per week) will not receive sick leave.
4. 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 of wages will be made for sick leave used above his/her accumulated amount.
5. 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.

6. 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.
7. One (1) additional day of sick leave allowance per each full-time employee shall be placed in a sick leave bank at the end of each fiscal year (July 1 – June 30). The bank will be jointly administered by MARESA and the Union. There shall be a maximum accumulation of one hundred (100) days in the bank.
  - a. Employees desiring to use a sick leave bank shall make written application to the union and Superintendent's office stating the number of days requested and the condition(s) necessitating medical leave.
  - b. Employees shall not be eligible to receive any days from the sick leave bank until at least ten (10) work days have elapsed since the employee has utilized any and all accrued sick leave, vacation or personal leave available under the terms of this Agreement. The waiting period shall be five (5) work days for those employees with ten (10) or more years of service at MARESA.
 

Employees having accumulated a minimum of fifteen (15) sick days prior to the serious illness causing the request for use of the sick leave bank days are not subject to this ten (10) day waiting period. In proper cases, exceptions may be made regarding this provision.
  - c. Employees shall not be eligible to receive any allotment from the sick bank when they are concurrently receiving workers' compensation or any other form of wage continuation payment funded directly by the Board of Education or through insurance coverage purchased on behalf of the employee by the MARESA.
  - d. Allocations from the sick leave bank will be granted only in circumstances of the employee's personal serious health condition. The term "serious health condition" mean a personal illness or injury resulting in incapacity or treatment requiring inpatient care or incapacity requiring absence from work for more than five (5) calendar days while under continuous treatment or supervision of a health care provider.
8. 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.
9. When an employee finds it necessary to use sick leave, he/she shall give his/her supervisor as much advance notice as possible on a day-to-day basis. The superintendent may, upon his/her discretion, require that the employee document or prove an illness of four (4) or more consecutive days' duration prior to the payment of sick leave benefits; such documentation may consist of an physician's statement.

## **B. PERSONAL LEAVE**

1. Full-time employees (thirty hours or more per week) may be granted two (2) days per contract year for personal business.
2. Regular part-time employees (twenty to thirty hours per week) may be granted two (2) days on a pro rata share based on the number of hours regularly worked per day per contract year for personal business.
3. Irregular part-time employees (less than twenty hours per week) will not receive personal business leave.

4. 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.

### **C. FUNERAL LEAVE**

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

### **D. JURY DUTY**

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

### **E. WORKERS' COMPENSATION BENEFITS**

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

### **F. EXTREME WEATHER DAYS**

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

## **ARTICLE 26 - UNION BULLETIN BOARDS**

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

## **ARTICLE 27 - 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 28 - TEMPORARY ASSIGNMENTS**

- A. Temporary assignments for the purpose of filling temporary vacancies of employees who are absent from work due to vacation, extended illness, etc., will be reviewed by the administration and the most senior employee who is qualified will be assigned to the temporary position provided that such assignment does not cause an undue interruption in the normal school programs. In the case of



Interpreters, temporary assignments will be filled with the most senior employee capable of meeting student needs existing at that time.

- B. The most senior employee will have the opportunity to accept or decline a temporary assignment. Should the assignment be declined, then it will go to the next most senior qualified employee, etc. If the assignment is still not filled, then the least senior qualified employee will be assigned to the position or the RESA may choose to utilize a substitute.
- C. In the event the temporary vacancy is expected to exceed four (4) weeks but is not permanent, such vacancy shall be filled by utilization of the Job Posting and Bidding Procedure.

#### **ARTICLE 29 - SUPPLEMENTAL AND OCCASIONAL WORK ASSIGNMENTS**

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 needed qualifications, 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 Agency's employment requirements.

1. Such applications shall be valid only for the term in which it is completed and shall specify the number of additional hours desired (not to exceed a total of forty (40) hours per week).
2. In filling a long-term vacancy, the supervisor shall assign the available work to one of the applicants on the basis of seniority and qualifications subject to the provisions of Article 26 of this agreement.
3. An applicant who is twice offered additional work and who twice refuses additional work shall be ineligible for supplemental work assignments and shall have his/her application invalidated. Employees are required to notify the supervisor by 7:00 a.m., that they are unavailable for work that day; said refusal shall not be counted against the employee.
4. Upon written request by either party, the supplemental work assignment procedure will be reviewed once each term by representatives of both parties to insure the spirit and intent on assigning such work is done in the best interest of both parties.

#### **ARTICLE 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. Any overtime must have advance supervisory approval.
- B. Due to diverse needs of the Agency, 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 Agency as determined by the immediate supervisor.
- D. Employees may take a coffee break.

### **ARTICLE 32 - RETIREMENT PROVISIONS**

Upon permanent separation and resignation from the Agency and upon simultaneously making application and qualifying to receive retirement benefits from the Michigan Public School Employees Retirement Fund, the Agency shall pay a terminal leave payment to employee equivalent to one-third (1/3) of the daily rate of Employee's then current salary for each day of accumulated sick leave. In case of death, this benefit shall be paid in a lump sum to a survivor designated in writing by Employee. The maximum payable benefit under this provision shall not exceed Two Thousand, five hundred Dollars (\$2,500); said payment to be made on the last day of employment.

### **ARTICLE 33 - TIME AND ONE-HALF**

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

### **ARTICLE 34 - VACATION ELIGIBILITY**

- A. Vacations will be taken at the convenience of the Agency conforming with the requirements of individual departments. An employee should consult with his/her supervisor each year concerning vacation allowance and the time to be scheduled.
- B. Vacations with pay will be only for those employees who are normally scheduled to work a minimum of forty-eight (48) weeks within the period July 1 through June 30 at forty (40) hours per week. An employee will be able to accumulate no more than twenty-five (25) days vacation time. Days in excess of twenty-five (25) will be lost at the end of the fiscal year.

Upon completion of one year	- 6 days
Upon completion of three years	- 11 days
Upon completion of ten years	- 16 days

- C. Employees who terminate prior to completion of twelve (12) months employment are not entitled to vacation pay. However, employees who are separated due to a layoff under Article 18 of this Agreement shall receive pay for any unused accrued vacation, on a pro-rata basis, as measured to the effective date of their layoff.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

**ARTICLE 35 - HOLIDAYS**

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

Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4 as scheduled by the Superintendent.

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

**ARTICLE 36 - PAY ADVANCE**

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

**ARTICLE 37 - HOSPITAL, LIFE, DISABILITY AND DENTAL INSURANCE**

- A. Upon submission of a written application, the Agency agrees to make full premium payment toward health care protection according to family status toward the purchase of MESSA Choices II, underwritten by Blue Cross/Blue Shield, with a \$5/\$10 prescription co-pay (\$5 for generic/\$10 for name brand) for years 1 and 2 of the contract. Effective July 1, 2010, for years 3 and 4 of the contract, upon submission of a written application, the Agency agrees to make full premium payment toward health care protection according to family status toward the purchase of MESSA Choices II, underwritten by Blue Cross/Blue Shield, with a \$10/\$20 prescription co-pay, (\$10 for generic/\$20 for name brand), with \$50/\$100 reimbursable upon submission of individual claim documentation. Individuals wishing to carry Super Care I, underwritten by Blue Cross/Blue Shield will be required to pay the premium difference according to family status between MESSA Choices II and Super Care I. For those employees purchasing Super Care with XVA2 rider insurance, a \$5/\$10 prescription co-pay and \$50/\$100 deductible, underwritten by Blue Cross/Blue Shield, the Agency will reimburse the employee the equivalent of the insurance deductible upon submission of individual claim documentation.
- B. Upon submission of a written application the Board shall pay premiums for Group Life Insurance in the amount of \$10,000 for eligible employees which will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Continuation of a percentage of above group rates shall be governed by the rules and regulations of the insurance carrier.
- C. Dependent life insurance in amount not exceeding one-half (1/2) of the employee's benefits will be available on an optional basis, with the employer responsible for any premium payments.

- D. The Agency shall make full premium payments for Long Term Disability Insurance for each member of the bargaining unit. No benefits shall be paid during the first six (6) months of disability. The benefits shall be 60% of annual earnings (excluding all fringe benefits) at the time disability commenced. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first.
- E. Upon submission of a written application, the Board shall provide a self-funded dental plan through an administrative insurance carrier selected by the Board at the benefit level found in Addendum A1.
- F. Upon submission of a written application, the Board shall provide a self-funded vision program through an administrative insurance carrier selected by the Board at the benefit level found in Addendum A2.
- G. For full-time employees (thirty or more hours per week) - the Agency agrees to make premium payment for full insurance amounts.

For regular part-time employees (twenty to thirty hours per week) - the Agency agrees to make premium payment for one-half (1/2) insurance amounts.

For irregular part-time employees (less than twenty hours per week) - the Agency will not provide insurance.

- H. The following provisions apply to Section A, B, D, E, and F.
  1. Changes in family status shall be reported by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
  2. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
  3. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "At work requirements" with this employer before benefits are effective.
  4. Employees working less than a full contract year shall have benefits terminated on the first day of the month following termination of employment.
  5. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep days of their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.
- I. Employees not taking the health insurance benefits will receive, two-thousand five hundred and 00/100ths (\$2,500) per year toward the Agency Cafeteria Plan. To receive this benefit, an employee must be full-time and eligible to receive fully paid health insurance from the Agency rider for each year of the contract.

#### **ARTICLE 38 - 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 39 - 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 Board and the Union for the life of this Agreement voluntarily and unqualifiedly waive 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 which was negotiated in the formation of this Agreement but upon which no agreement was reached. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

### **ARTICLE 40 - CONSOLIDATION OR ELIMINATION OF JOBS**

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

### **ARTICLE 41 - WORK PERFORMED BY SUPERVISORS**

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

### **ARTICLE 42 - DISTRIBUTION OF AGREEMENT**

The Agency 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 Agency.

### **ARTICLE 43 - 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 Agency 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 Agency 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 Agency. Any employee violating the provisions of this Article shall be subject to disciplinary action or discharge, in the discretion of the Agency. 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 Agency 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 Agency that the Union is willing or unable to terminate or prevent any violations of this Article, the Agency 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 Agency resulting from such violation. The Agency reserves all of the legal rights and remedies which may be available to it.

#### **ARTICLE 44 - TERMINATION AND MODIFICATION**

This Agreement shall be effective when signed by the parties and shall continue in effect until June 30, 2012.

If either party desires to amend and/or terminate this Agreement, it shall, by April 30, 2012, 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 45 - RETROACTIVITY**

This Agreement shall become effective as of July 1, 2008.

**APPENDIX A - WAGE RATES – reflect a 2% increase from the previous year for each year of the contract.**

**2008-2009 AFSCME Salary Schedule**

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	12.35	12.86	13.27	13.44	13.59	13.89
LEVEL 2	12.09	12.60	13.03	13.17	13.32	13.66
LEVEL 3	11.17	11.48	11.79	12.01	12.23	12.41
LEVEL 4	10.98	11.36	11.48	11.65	11.79	12.16
LEVEL 5	9.91	10.29	10.42	10.56	10.68	11.11

Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters

Level 2 = Instructional Aides & QA Level II Interpreters

Level 3 = QA Level 1 Interpreters

Level 4 = Classroom Aides & Interpreter Aides

Level 5 = Classroom Assistants & Media Aides

**Notes:**

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

**2009-2010 AFSCME Salary Schedule**

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	12.60	13.12	13.54	13.71	13.86	14.17
LEVEL 2	12.33	12.85	13.29	13.43	13.59	13.93
LEVEL 3	11.39	11.70	12.03	12.25	12.47	12.66
LEVEL 4	11.19	11.59	11.70	11.88	12.03	12.40
LEVEL 5	10.11	10.50	10.63	10.77	10.89	11.33

Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters

Level 2 = Instructional Aides & QA Level II Interpreters

Level 3 = QA Level 1 Interpreters

Level 4 = Classroom Aides & Interpreter Aides

Level 5 = Classroom Assistants & Media Aides

**Notes:**

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

## 2010-2011 AFSCME Salary Schedule

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	12.85	13.38	13.81	13.99	14.14	14.45
LEVEL 2	12.58	13.11	13.55	13.70	13.86	14.21
LEVEL 3	11.62	11.94	12.27	12.49	12.72	12.91
LEVEL 4	11.42	11.82	11.94	12.12	12.27	12.65
LEVEL 5	10.31	10.71	10.85	10.98	11.11	11.56

Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters

Level 2 = Instructional Aides & QA Level II Interpreters

Level 3 = QA Level 1 Interpreters

Level 4 = Classroom Aides & Interpreter Aides

Level 5 = Classroom Assistants & Media Aides

## Notes:

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

## 2011-2012 AFSCME Salary Schedule

Position	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
LEVEL 1	13.11	13.65	14.08	14.27	14.42	14.74
LEVEL 2	12.83	13.37	13.82	13.97	14.14	14.49
LEVEL 3	11.85	12.18	12.51	12.74	12.98	13.17
LEVEL 4	11.65	12.06	12.18	12.36	12.51	12.90
LEVEL 5	10.52	10.92	11.06	11.20	11.33	11.79

Level 1 = Specialized Personnel, Maintenance, & QA Level III Interpreters

Level 2 = Instructional Aides & QA Level II Interpreters

Level 3 = QA Level 1 Interpreters

Level 4 = Classroom Aides & Interpreter Aides

Level 5 = Classroom Assistants & Media Aides

## Notes:

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

**\*All pay adjustments effective on July 1 of each contract year.**



**APPENDIX B - LONGEVITY COMPENSATION PLAN**

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

Employees hired after June 30, 1993 will be eligible for longevity payments following completion of an aggregate five (5) years of full-time classified service. These employees shall receive the longevity payment for their level and classification based upon the longevity payment specified in the agreement.

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

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

Employees who separate (other than due to layoff or retirement) shall not be eligible for any pro-rated longevity payments. Where an employee is separated pursuant to a layoff under Article 18 of this Agreement or due to retirement, and would otherwise be eligible to receive longevity payments in the year of his/her separation due to layoff or retirement, he/she shall receive a pro-rated amount of longevity compensation within two weeks after separation due to layoff or retirement. As an illustration, an employee completing eight of twelve months of service for longevity purposes would receive (at the effective date of layoff or retirement) two-thirds of the scheduled longevity payment which would have otherwise been due the employee for twelve (12) months of continuous service in the particular year.

**LONGEVITY PAYMENT SCHEDULE**

AFSCME Longevity

			6 YEARS	11 YEARS	15 YEARS
Hires Before 7/1/93			858.00	914.00	1,000.00
		5 YEARS		10 YEARS	15 YEARS
Hires After 7/1/93		500.00		858.00	1,000.00

**APPENDIX C - POSITION CLASSIFICATION**

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

**LEVEL 1**

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

**LEVEL 2**

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

**LEVEL 3**

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

**LEVEL 4**

Classroom Aides and Interpreter Aides (entry level) as approved through the Department of Labor criteria.

**LEVEL 5**

Classroom Assistants, Media Aides who have completed an approved training program or are enrolled in a MDE program, but have not passed state qualifying criteria for QA I.

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

**EXECUTION OF DOCUMENT**

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

FOR THE UNION:

John M. Thomas Council 75  
Scott Pullen  
James J. Jesch

IN PRESENCE OF:

Susan M. Chretien

FOR THE EMPLOYER:

Shelley Orink  
Rich Ryan  
St. E. Poff

IN PRESENCE OF:

Susan M. Chretien