



MASTER AGREEMENT

between

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

and

**Marquette-Alger Regional Education Service Agency
American Federation of State, County and Municipal
Employees (AFSCME) Michigan**

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

July 1, 2026 – June 30, 2027

TABLE OF CONTENTS

			Page
			1
<u>Agreement</u>			1
<u>Purpose and Intent</u>			1
ARTICLE 1	-	<u>Recognition/Employees Covered</u>	1
ARTICLE 2	-	<u>Agency's Right to Manage</u>	2
ARTICLE 3	-	<u>Union Representation</u>	2
ARTICLE 4	-	<u>Payroll Deduction of Union Dues</u>	3
ARTICLE 5	-	<u>Special Conferences</u>	3
ARTICLE 6	-	<u>Grievance Procedure</u>	3
ARTICLE 7	-	<u>Non-Discrimination Provision</u>	6
ARTICLE 8	-	<u>Discipline, Suspension, and Discharge</u>	6
ARTICLE 9	-	<u>Seniority, Probationary Employees</u>	6
ARTICLE 10	-	<u>Seniority Lists</u>	7
ARTICLE 11	-	<u>Loss of Seniority</u>	7
ARTICLE 12	-	<u>Seniority of Officers and Stewards</u>	7
ARTICLE 13	-	<u>Layoff Defined</u>	7
ARTICLE 14	-	<u>Recall Procedure</u>	8
ARTICLE 15	-	<u>Transfer</u>	8
ARTICLE 16	-	<u>Job Posting and Bidding Procedures</u>	8
ARTICLE 17	-	<u>Employee Evaluation</u>	9
ARTICLE 18	-	<u>Veterans, Reinstatement of</u>	9
ARTICLE 19	-	<u>Unpaid Leaves of Absence</u>	9
ARTICLE 20	-	<u>Paid Leaves of Absence</u>	10
ARTICLE 21	-	<u>Rates for New Jobs</u>	13
ARTICLE 22	-	<u>Temporary Assignments</u>	13
ARTICLE 23	-	<u>Workshops and Training Programs</u>	13
ARTICLE 24	-	<u>Work Hours</u>	14
ARTICLE 25	-	<u>Retirement Provisions</u>	14
ARTICLE 26	-	<u>Time and One-Half</u>	14
ARTICLE 27	-	<u>Vacation Eligibility</u>	15
ARTICLE 28	-	<u>Holidays</u>	15
ARTICLE 29	-	<u>Direct Deposit</u>	15
ARTICLE 30	-	<u>Insurance Coverages</u>	16
ARTICLE 31	-	<u>Computation of Fringe Benefits</u>	18
ARTICLE 32	-	<u>Waiver</u>	18
ARTICLE 33	-	<u>Consolidation or Elimination of Jobs</u>	18
ARTICLE 34	-	<u>Work Performed by Supervisors</u>	18
ARTICLE 35	-	<u>Distribution of Agreement</u>	18
ARTICLE 36	-	<u>Strikes and Work Interruptions</u>	18
ARTICLE 37	-	<u>Termination and Modification</u>	19
ARTICLE 38	-	<u>Emergency Manager</u>	19
ARTICLE 39	-	<u>Special Pay Plan</u>	19
ARTICLE 40	-	<u>Incentive for Early Notice of Intent to Retire</u>	19

ARTICLE 41	-	Employee Protection	20
ARTICLE 42	-	Community Engagement Leave	21
APPENDIX A		Wage Rates	23
APPENDIX B		Guidelines for Administration of Sick Leave Bank	25
APPENDIX C		Retirement Notice Incentive Agreement	27
		EXECUTION OF DOCUMENT	28

AGREEMENT

THIS AGREEMENT is entered into on June 24, 2024, between the Marquette-Alger Regional Education Service Agency (“Agency” or “Employer”), and the non-certified employees of the Marquette-Alger Regional Education Service Agency, AFSCME Michigan (“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 Michigan Public Employment Relations Act, the Agency recognizes the Union as the exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement of all Agency employees as defined below:

Maintenance Leader, Senior Maintenance, Assistant Maintenance, Great Start Collaborative Director, Transition Work-Based Learning Facilitator, Work-Based Learning Technician for CTE and Internships, MATMC Student Success Technician, Certified Occupational Therapy Assistant, Educational Interpreter, Interpreter, STRIDE Facilitator, Paraprofessional, Summer Job Coach.

Agency employees excluded from the bargaining unit include substitutes, temporary employees, supervisors, contractors, and all other employees outside the classifications enumerated above.

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 are those who are regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week. “Regular part-time” employees are entitled to one-half (1/2) fringe benefits as specified in this Agreement.
- C. “Irregular part-time” employees are those who are regularly scheduled to work less than twenty (20) hours per week and 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 and are excluded from the bargaining unit.

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 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 will not disrupt or interfere with the Agency’s sole and exclusive right and responsibility to manage and operate the school system. Generally this includes, but is not limited to: (1) the right to direct the working forces, including the right to hire, suspend,

discipline, discharge, promote, demote, assign, transfer, lay-off, recall and relieve employees, to assign work or extra duties to employees and to create positions of employment; (2) 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; (3) determine the number of employees; (4) schedule employees as it deems necessary; (5) establish the qualifications for various positions and job classifications, including job descriptions and the conditions of continued employment; (6) establish policies, rules and regulations governing the employees and students in its school system; (7) enforce and maintain discipline and efficiency among employees; (8) determine the nature, scope and type of facilities and services provided by the Agency; (9) alter or install new facilities and change or institute new methods, policies, procedures and/or systems; (10) supervise, direct, and control the management and administration of the school system, its properties, facilities, and equipment; (11) establish, modify, change, or cancel any work, shifts, business or school schedules, hours, or days; (12) determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; (13) determine the use of volunteers in providing services as long as they do not displace a bargaining unit position; and (14) make reasonable provisions for the health, safety, and first aid of its employees during hours of employment. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the Agency; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be the exclusive prerogative of the Agency, except as otherwise limited by the express terms of this Agreement.

- B. An employee covered by this Agreement shall immediately carry out any order or instruction given him/her by the Agency. He/she shall raise any question as to the Agency's right to give him/her 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.

ARTICLE 3 - UNION REPRESENTATION

- A. Stewards, Alternate Stewards, and Unit Chairpersons: 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. This written notice will also identify which steward is considered the Chief Steward.

Classroom: One (1) Steward

All Others: One (1) Steward

1. The Agency 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 Agency during regular working hours without loss of time or pay; provided, however, that the permission of the immediate supervisor is first 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 related rights and responsibilities, the Agency 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 4 – PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct union dues from the wages of an employee who is a member of the Union. Such deductions will be remitted to AFSCME Michigan's office in Lansing along with a list of the employees for whom dues were deducted each month. All membership dues which are uniformly required as provided in a written authorization in accordance with the standard form used by the Union and executed by the employee will be deducted. Dues will be authorized, levied, and certified in accordance with the constitution and by-laws of the Local Union.

The Employer agrees to provide this service without charge to the Union or its members.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of this deduction from an employee's pay of amounts to cover their obligation to the Union. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 5 – 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 the request with a written agenda adequately identifying the matters to be addressed at the meeting. A special conference may be attended by representatives each party 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 Agency's property for at least one-half hour immediately before the conference. Union representatives will receive paid release time to attend these meetings. A representative from AFSCME Michigan may attend if requested by either party.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. DEFINITION OF A GRIEVANCE

A "grievance" shall be defined as an alleged violation of the expressed terms and conditions of this Agreement. 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. To be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) workdays of the occurrence or nonoccurrence of the event upon which the grievance is based, or within fifteen (15) workdays of when the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or nonoccurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively taken by the Board or Administration notwithstanding that actual implementation of such action may take place at some future date. 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 Agreement shall within fifteen (15) workdays of its alleged occurrence or knowledge thereof, in the company of the Steward, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter. This 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) workdays 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 it may be appealed to *Step 2* by the Union as described below.

Step 2 A written grievance as required shall:

- Be signed by the grievant or grievants.
- Contain a synopsis of the facts giving rise to the alleged violation.
- Cite the sections or subsections of the Agreement alleged to have been violated.
- Contain the date of all violations.
- Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection does not extend time limitations in this grievance procedure.

If the grievance remains unsettled in *Step 1*, it may be appealed, in writing, by the Chapter Chairperson, to the Superintendent within five (5) workdays after the *Step 1* response 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) workdays between the Agency, the Chapter Chairperson or Steward, and the grievant. The Union's business agent may also attend at the Union's request. Either party may arrange to have present at this meeting 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) workdays. If the grievance is denied, it may be appealed by the Union to *Step 3*.

Step 3 If the dispute remains unsettled and the Union wishes to take the matter further, the Union within ten (10) workdays of receiving the step two (2) answer shall file for mediation with the Michigan Employment Relations Commission.

Step 4 If the parties are unable to reach an agreement during the *Step 3* mediation process, the Union representative must within five (5) workdays after the mediation meeting present the written grievance to the Agency Board. The Board must, within twenty (20) workdays, or at its next 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. The Board must, within twenty (20) workdays after such hearing, render its decision to the Union and the aggrieved employee.

Step 5 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 thirty (30) workdays from the *Step 4* answer file a demand for arbitration with the Michigan Employment Relations Commission (MERC) for a hearing before an impartial arbitrator, and will serve the demand upon the Agency within the same thirty (30) workday interval. The proceedings will be conducted in accordance with the rules of the American Arbitration Association. Neither the Board nor the Union shall be permitted to assert in the arbitration proceedings any evidence not previously disclosed to the other party.

- The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear

both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

- The arbitrator shall have no authority to render a decision on any claim for which there is another remedial procedure or forum established by law or regulation.
- The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
- The arbitrator shall have no power to alter, add, or subtract from the terms of this agreement. Both parties are bound by the award of the arbitrator.
- The arbitrator shall not have the power to change any practice, policy, or rule of the Board nor substitute his/her judgment for that of the Board as to reasonableness of any such practice, policy, rules, or any action taken by the Board.
- The arbitrator shall have no power to establish wage scales or to change any wage rate.
- The arbitrator shall have no power to decide any questions which, under this Agreement, are within the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the termination of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
- The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

B. RULES OF THE GRIEVANCE PROCEDURE

1. If an individual employee has a personal complaint which they desire to discuss with the administration, the employee may do so without recourse to the grievance procedure.
2. In no event shall the Agency be liable for back pay for any period before 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.
3. The term "workdays" shall mean workdays in which the administration offices are open, unless specifically stated otherwise. The day on which action is taken by either party is not considered part of the time limit.
4. The time limit at any step of the grievance procedure may be extended by written mutual agreement of the parties' representatives at that step.
5. In the absence of any of the parties specified to participate at any step, that party may designate an alternate to act in his/her place.

6. 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 Agency.
7. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE 7 - NON-DISCRIMINATION PROVISION

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 Agency shall, on the basis of race, color, religion, national origin, 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. Any complaints regarding discrimination will be addressed through the Agency's policies and procedures and through recourse to appropriate state or federal agencies, not through the grievance procedures set forth in Article 6.

ARTICLE 8 - 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.

Upon the discharge or suspension of an employee, the Agency will notify the employee and the Steward of the discharge or suspension in a written notice which will include the specific reasons for the discharge or suspension.

- B. The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Steward and, upon request, the Agency will make a meeting room available where the meeting may take place before being required to leave the property of the Agency. Upon request, the Agency's designated representative will discuss the discharge or suspension with the employee and the Steward.
- C. Should the discharged or suspended non-probationary employee and/or the Steward consider the discharge or suspension to be improper, the challenged action shall be submitted to the second step of the grievance procedure within five (5) workdays.

ARTICLE 9 - SENIORITY, PROBATIONARY EMPLOYEES

- A. An employee shall be considered to be on probation until he/she has completed ninety (90) workdays, 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 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 as to rates of pay, wages, hours of employment and other terms and conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.
- D. Seniority shall be based on years of continuous service in the bargaining unit. Layoffs of less than six (6) months, paid leaves, and FMLA leaves of absence do not interrupt "continuous service."

ARTICLE 10 - 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 classifications of all employees of the unit entitled to seniority.
- C. The Agency will keep the seniority list up to date at all times and will provide the Chapter Chairperson and AFSCME Michigan with up-to-date copies during the month of January of each school year. An objection period of thirty (30) days is provided; if 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. If no objections are received within the above period, the seniority list prepared by the Agency shall be regarded as conclusively accurate.

ARTICLE 11 - LOSS OF SENIORITY

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

- A. The employee quits.
- B. The employee retires.
- C. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- D. The employee fails to notify his/her supervisor within three (3) days of unavailability to report to work, or does not return to work from an approved leave of absence within three (3) days.
- E. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- F. Recall rights expire under Article 14B of this Agreement.

In cases outside of the employee's control, exception may be made for Sections D and E above. Documentation may be required.

ARTICLE 12 - SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairperson and Chief Steward, 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 13 - 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.
- B. If it becomes necessary for a layoff, the Agency shall meet with the proper Union representatives at least two (2) weeks before the effective date of layoff. At such meeting, the Agency 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, experience, qualifications, and other relevant factors (i.e., the least senior employee on the seniority list being laid off first provided the remaining employees are qualified to perform the work).

“Qualified” as used in this Agreement shall mean ability to perform the job duties, meet physical requirements of the job, holding required certifications and/or licenses, as well as having no written warnings pertaining to attendance during a two (2) year lookback period from the time of layoff.

- 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 regularly scheduled overtime within the affected classification.

ARTICLE 14 - RECALL PROCEDURE

- A. When the work 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 employee's responsibility to keep the Agency informed of his/her email address for purposes of receiving recall notices. The Agency will satisfy the requirement of delivering a recall notice when it sends notice by email to the last known email address of the employee on record. The Agency shall retain a copy of the email “read receipt.” Should the employee fail to report to work within ten (10) workdays of the issuance of a recall notice, the employee shall forfeit all rights to employment with the Agency and shall be regarded as a voluntary quit. Exceptions may be made for circumstances outside of employee's control. Documentation may be required.
- B. For the purpose of layoff and recall, an employee will not lose recall status if the employee refuses to accept a job assignment over thirty (30) miles from the position he/she occupied before being laid off, provided that such refusal is upheld by the Department of Licensing and Regulatory Affairs, Unemployment Insurance Agency and does not result in a denial of benefits to the employee. Recall status shall be for a period of six (6) months from the effective date of layoff.

ARTICLE 15 - TRANSFER

- A. If an employee transfers to a position not included in the bargaining unit, the employee's seniority will be frozen at the time of the transfer. The employee will be able to exercise his/her seniority to bump back into the bargaining unit up to and including twelve (12) months from the time of leaving said bargaining unit, provided the employee is qualified to perform the work available. Thereafter, the employee will not be able to bump another employee but may return to the bargaining unit only when an opening occurs.
- B. For any transfer of work, the Agency will notify the Union in writing of the change and the names of the employees involved. The Agency 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 Agency's best interest.

ARTICLE 16 - JOB POSTING AND BIDDING PROCEDURES

- A. If a permanent employee vacancy occurs, or a new bargaining unit position is created or anticipated, the Superintendent shall post for a period of seven (7) workdays, setting forth the requirements for the position on the designated bulletin board at the Agency, and emailed to all bargaining unit members. Any non-probationary employee from within the bargaining unit may apply for the position within the posting period. Vacancies or newly created positions which the Board determines to fill will be based on the applicant's experience, qualifications, seniority, and other relevant factors. If two or more applicants are equally qualified, then the most senior employee in the classification where the vacancy exists will be granted a three (3) week trial period. If a more senior employee in the classification where the vacancy exists is denied the position, reasons for such denial will be given to the employee upon written request of the employee within five (5) workdays of that decision.
- B. During the first three (3) weeks after the employee has accepted a new assignment, the employee may transfer back to their old assignment either at the employee's request or at the Superintendent's option. If the Superintendent reassigns the employee back to the former position, the reason for that

action will be conveyed to the employee in writing. The position vacated by the employee may be filled with a substitute or a temporarily assigned individual during this period.

- C. The Agency will furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin board. If the position is filled, the Chapter Chairperson will be notified who was awarded the job at the end of the posting period.
- 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 Agency will email notice of job postings to employees' work email addresses.

ARTICLE 17 - EMPLOYEE EVALUATION

- A. The Agency will develop an appropriate evaluation instrument, in consultation with the Union.
- 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 before the close of the school year. For the 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 that the employee has received and has read the evaluation.

ARTICLE 18 - VETERANS, REINSTATEMENT OF

The Agency will comply with the applicable state and federal statutes governing the reemployment rights of employees called for service in any branch of the Uniformed Services of the United States.

ARTICLE 19 - 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 employees under the Family and Medical Leave Act (FMLA) who are eligible, as defined under the Agency FMLA Policy. An employee eligible for FMLA may have up to twelve (12) weeks of unpaid leave in a 12-month period measured forward from the date of the employee's first FMLA leave usage. 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 on FMLA leave shall accrue seniority during the FMLA leave.
2. For FMLA leave granted because of the employee's own "serious health condition", the Agency will continue health insurance premium and medical benefit plan cost 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. An employee must continue to pay his/her share of the premium and medical benefit plan cost payments, as outlined in the plan documents, during the leave. This interval shall include any period during which the Agency is required to maintain premium and medical benefit plan cost payments, as outlined in the plan documents, under FMLA.
3. When an employee is obligated under the Agency FMLA Policy to reimburse the Agency for health insurance premiums and medical benefit plan costs which the Agency paid during the FMLA leave period, those 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 Agency within ninety (90) days of demand.

4. If the opinion of a third health care provider is sought under 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 Agency 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 Agency.
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, which provides equivalent employment benefits, pay, and other terms and conditions of employment. Restoration may be denied in the event of a reduction in staff during the FMLA leave.
6. FMLA leave shall run concurrently with all paid and unpaid leaves available to the employee. In the case of FMLA leave due to the birth or adoption of a child, Employee will not be required to use sick leave concurrently with FMLA leave but may use some or all of their sick leave concurrently with FMLA at Employee's election.

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

B. DISCRETIONARY LEAVES OF ABSENCE

An employee who desires an unpaid 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 not to exceed (1) year. The Board may grant or deny 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. Further, this provision is not subject to the grievance procedure.

1. Employees shall not accrue seniority while on any leave of absence granted under Section B of this Article but shall be returned to a position to which their qualifications and seniority entitles them.
2. Officers of the Union selected to attend a function of the Union shall be allowed time off (not to exceed five (5) workdays) without pay to attend such function(s), provided there are two (2) weeks prior notification to the Agency.

ARTICLE 20 - PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Full-time employees (thirty (30) or more hours per week) shall earn one (1) day of sick leave per month for each month worked.
2. Regular part-time employees (working twenty (20) hours or more, but less than thirty (30) hours per week) shall earn four (4) hours of sick leave per month for each month worked.
3. Irregular part-time employees (less than twenty (20) hours per week) will not receive sick leave.
4. Sick leave will be advanced to the end of the current fiscal year. If an employee is separated from employment before the end of the fiscal year and has exhausted his/her accumulated sick

leave, a deduction from the employee's final check will be made for any used sick leave days that were advanced during that fiscal year and that are in excess of the sick leave days that would have been accumulated during that fiscal year based on an allocation of one (1) per month worked, up to and including the month of the employee's separation. If the amount of remaining wages is insufficient to cover the cost of the advanced sick leave time, the employee will remit payment for any deficient amounts within thirty (30) days of the last day worked.

5. The unused portion of such allowance shall accumulate from year-to-year without limitation. The Agency shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of sick leave.
6. Sick leave absences must be reported in the online system. Sick leave may be taken in hourly segments with prior approval of the supervisor, or designee. Requests for sick leave must be submitted before use, if possible; otherwise, the request must be submitted upon return. Official records will be kept by the Business Office.
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 the Agency and the Union. There shall be a maximum accumulation of eighty (80) days in the bank. The sick leave bank Administering Team will consist of the following persons: 1) Deputy Superintendent or designee; 2) Human Resources Director or designee; 3) AFSCME Chapter Chairperson or designee; 4) AFSCME Steward or designee. Based on the decision made by the Administering Team, the Superintendent will give final approval of the employee's request for sick leave bank days. In the event of a tie within the Administering Team, the Superintendent will make the final determination. (See [Appendix B](#) for Sick Leave Bank Procedural Guidelines and form.) *Note: If an Administering Team member is the requestor, another member will be selected as the designee.*
 - a. Employees desiring to use the sick leave bank shall make written application to the Union and Human Resources Office stating the number of days requested and the condition(s) necessitating medical leave on the appropriate form in accordance with [Appendix B](#).
 - b. The employee must use any and all accrued sick leave, vacation, and personal leave available under the terms of this Agreement before receiving approved days from the sick leave bank.
 - c. Employees shall not be eligible to receive any allotment from the sick leave 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 Agency.
 - d. Allocations from the sick leave bank will be granted only in circumstances of the employee's personal serious health condition and/or medically necessary procedures. The term "serious health condition" for the purposes of administration of the sick leave bank means 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.
 - e. The employee may request up to twenty (20) workdays from the Bank.
 - f. The sick leave bank is for extreme emergencies, not to be used as an extension of an employee's sick leave,
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.

9. When an employee finds it necessary to use sick leave, they shall give their 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 before the payment of sick leave benefits. Such documentation may consist of a physician's statement.

B. PERSONAL LEAVE

1. Full-time employees (thirty (30) hours or more per week) will be granted two (2) days per fiscal year for personal business.
2. Regular part-time employees (working twenty (20) hours or more, but less than thirty (30) hours per week) will be granted two (2) days on a pro rata share based on the number of hours regularly worked per day per fiscal year for personal business.
3. Full-time academic-year employees (30 or more hours per week) will be granted three (3) additional days per fiscal year for personal business.
4. Regular part-time academic-year employees (working twenty (20) hours or more but less than thirty (30) hours per week) will be granted three (3) additional days on a pro rata share, based on the number of hours regularly worked per day during the academic year, for personal business.
5. Irregular part-time employees (less than twenty (20) hours per week) will not receive personal business leave.
6. Personal business days may be used with prior approval of the Agency. Any unused business days will be placed in the employee's individual sick leave bank at the end of the fiscal year.

C. FUNERAL LEAVE

An employee shall be allowed three (3) workdays with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family, defined as parent, step-parent, sibling, spouse, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased Agency employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairperson or representative, shall be allowed one (1) funeral leave day with pay for a death of a member of the bargaining unit, for the exclusive purpose of attending the funeral. The Superintendent or designee may grant additional funeral leave in special cases.

D. JURY DUTY

An employee called for jury duty or subpoenaed on behalf of the Agency before any judicial or administrative tribunal shall be compensated at the negotiated rate of pay for those hours approved by the Agency, provided the witness/jury fee received for the performance of such obligation is endorsed over to the Agency. Mileage reimbursement for jury duty or subpoena will be retained by the employee.

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 may, at the employee's request, 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 the employee's 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. INCLEMENT WEATHER DAYS

If non-certified personnel are unable to work because the Superintendent or designee has decided the employee's work location is closed due to inclement weather, the employee shall be paid per the Agency's Inclement Weather Procedure.

ARTICLE 21 - RATES FOR NEW JOBS

When a new bargaining unit job is created, the Agency will notify the Union of the classification and rate structure before it becomes effective. If the Union does not agree that the classification and rate are proper, the matter shall be subject to negotiations.

ARTICLE 22 - 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.
- B. The most senior employee who is qualified to perform the work 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. If the assignment is still not filled, then the least senior qualified employee will be assigned to the position or the Agency may use a substitute.
- C. If the temporary vacancy is expected to exceed four (4) weeks but is not permanent, that vacancy shall be filled through the Job Posting and Bidding Procedure.
- D. 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.
- E. When supplemental or occasional work assignments arise, the most senior employee who is qualified and available to perform the work will have the opportunity to accept or decline this supplemental or occasional work, so long as this situation does not result in the employee working more than a total of forty (40) hours per week. Should the assignment be declined, the work will then be offered to the next most senior qualified employee, subject to the same limitations and conditions. If the assignment is still not filled, then the least senior qualified employee will be assigned to the position or the Agency may use a substitute.
- F. If a paraprofessional is assigned as a substitute teacher in an Agency classroom, the employee will be compensated at double their hourly rate for up to seven (7) hours per day for time worked that day as a substitute teacher. A paraprofessional who is assigned as a substitute teacher per Agency request in an Agency classroom for part of a day will be compensated at double their hourly rate for time worked that day as a substitute teacher, or for three (3) hours, whichever is greater.
- G. If an employee works in a lower classification, they shall be paid no less than the employee's normal rate of pay.

ARTICLE 23 - WORKSHOPS AND TRAINING PROGRAMS

An employee will be paid for their regular workday at the employee's regular hourly rate when attending and traveling to and returning from in-service workshops and/or training programs required by the Board, law, or the Superintendent, not to exceed the employee's regular workday. All attendance at in-service workshops and/or training programs must be approved before attendance or participation.

The Agency requires the use of rental cars, rather than personal vehicles, for business travel downstate and out-of-state. Occasional exceptions may be granted by the Superintendent to allow an employee to use their personal vehicle for business travel downstate and out-of-state. When use of personal vehicles is allowed, mileage will be paid to employees using personal vehicles for transportation to and from workshops and/or training programs.

ARTICLE 24 - WORK 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. For purposes of computing overtime, the work week will begin each Sunday at 12:00 a.m. and end the following Saturday at 11:59 p.m. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements will result in a denial of overtime pay and/or discipline.
- B. Due to the Agency's diverse needs, establishing working hours within the confines of this Agreement is 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 workday to eat lunch; however, such time depends on the program and needs of the Agency as determined by the immediate supervisor.
- D. Employees may take a coffee break.

ARTICLE 25 - 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 System, 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 and unused sick leave. The maximum payable benefit under this provision shall not exceed Twenty-Five Hundred Dollars (\$2,500); which will be made on the first payroll possible after the employee's last day of employment. This payment will be administered through the Special Pay Plan (see [Article 39](#)). In case of death of an employee after qualifying for this benefit but before the effective date of the employee's resignation, this benefit shall be paid in a cash lump sum to a survivor designated in writing by the employee.

ARTICLE 26 - 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, vacation, or not working due to inclement weather.
- D. Any employee who is called into work after normal hours shall be compensated for a minimum of two (2) hours of overtime pay.

ARTICLE 27 - 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 for those employees who are normally scheduled to work a minimum of forty-eight (48) weeks within the period July 1 to June 30 at forty (40) hours per week will be allotted as follows. Vacation days, which are earned on a monthly basis, are subject to the annual limits shown below starting on July 1 of each year. An employee will be able to accumulate no more than twenty-five (25) days of vacation time. Days in excess of twenty-five (25) will be lost at the end of the fiscal year.

0-3 years	11 days
4-5 years	13 days
6-11 years	18 days
12+ years	21 days

- C. Employees who terminate employment before completing the first twelve (12) months of employment are not entitled to vacation pay. However, an employee who is separated due to a layoff under [Article 13](#) shall receive pay for any unused accrued vacation, on a pro-rata basis, as measured to the effective date of the layoff.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee is on vacation and is under the care of a duly-licensed physician, the employee may use sick leave in place of vacation, provided the employee has unused sick leave available.

ARTICLE 28 - HOLIDAYS

- A. Employees will be granted the following holidays:

Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, 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 immediately before and after 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 before the holiday for good cause.
 - b. 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, the employee will have off either the same Friday or Monday. The Agency will select which day the holiday will be honored.

ARTICLE 29 - DIRECT DEPOSIT

All paychecks for regular and overtime pay will be deposited via direct deposit in the bank account designated in writing by the employee.

ARTICLE 30 - INSURANCE COVERAGES

- A. The Agency, for a twelve (12) month period beginning July 1 during each year of this Agreement, shall make medical benefit plan costs contributions, subject to the provisions below, on behalf of employees working full-time and for regular part-time employees working thirty (30) or more hours per week (and their eligible dependents) for one of the following plans. The Agency shall pay half (½) of the Board contributed medical benefit plan costs for regular part-time employees working twenty (20) hours or more, but less than thirty (30) hours per week. The Agency will not pay medical benefit plan costs for irregular part-time employees working less than twenty (20) hours per week.

Annually, the Agency shall determine whether its method of compliance with the Publicly Funded Health Insurance Contribution Act will be through implementing the hard cap or through adoption of a resolution to pay not more than 80% of the medical benefit plan costs, as is allowed by Section 4 of that Act. The election made by the Agency will take effect at the beginning of the applicable medical benefit plan year. If the Michigan Legislature amends the Publicly Funded Health Insurance Contribution Act during the term of this contract, the parties will meet to bargain over the impact of the legislative amendments. The Agency's contribution towards employee medical benefit costs shall not increase while the parties bargain over the legislative amendment.

- B. The employee shall elect one of the following plans during the open enrollment period (normally in September) and that election shall be irrevocable until the next succeeding open enrollment period, unless compelling family circumstances necessitate change, as approved by the applicable policyholder, underwriter, and/or insurance carrier.

1. **Plan A** (for employees electing health insurance coverage):

- a. Upon submission of a written application, the Agency will make the full medical benefit plan costs payment, allowable by law, toward health care protection according to family status toward the purchase of an Upper Peninsula Area Purchasing Agreement (UPAPA) MESSA Plan, underwritten by Blue Cross/Blue Shield. The Agency is a member of the UPAPA. The UPAPA board determines the MESSA medical plans members may offer to employees. Employees must pay any medical benefit plan costs in excess of the employer portion through payroll deduction. The medical benefit plan costs may change annually.

In addition to the out-of-pocket contributions, employees must pay the annual deductible amount for single subscriber, 2-person subscriber, or family subscriber as specified by the insurance provider. The full amount of the deductible may be deposited in the Agency provided health savings account at the beginning of each plan year. Employees may also, if they so choose, contribute additional funds to the Agency-provided health savings account through payroll deduction.

- b. 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 a benefit level consistent with the plan described below:

SET-SEG Self-Funded Dental Plan: 90/90/90; max annual benefit per person \$1,750; lifetime maximum benefit orthodontic to age 19 of \$3,000.

- c. 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 a benefit level consistent with the plan described below:

The Agency will pay representative premiums necessary to provide SET-SEG Self-Funded Vision Plan for each eligible employee. Benefits include coverage every twelve (12) months

with no limit on exam; glasses lenses or contact lenses; and frame allowance \$265 every twelve (12) months.

- d. Group Term Life Insurance (with AD&D rider) in a full amount equal to \$40,000. In the event of accidental death, insurance will pay double the amount.
 - e. The Agency shall make the premium payment toward 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.
 - f. Dependent life insurance will be offered on an optional basis, with the employee responsible for payment of any associated premiums.
2. **Plan B** (for full-time Employees not electing health insurance coverage, and regular part-time Employees working thirty (30) or more hours per week not electing health insurance coverage).
- a. Employees may voluntarily opt for cash in lieu of health insurance in the amount of \$325 per month. As a condition to participating in Plan B, an employee making this voluntary election must provide written confirmation that he/she is enrolled in other health coverage compliant with the Affordable Care Act.
 - b. Dental - same as Plan A.
 - c. Vision - same as Plan A.
 - d. Group Term Life - same as Plan A.
 - e. Long Term Disability - same as Plan A.
- C. The Administration will notify bargaining unit members of the open enrollment period. It is the responsibility of the Administration to inform and explain medical benefit plan options to new employees.
- D. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. The employee is responsible for any overpayment of medical benefit plan costs, premiums, or representative premiums made by the Agency on the employee's behalf for failure to comply with this paragraph.
- E. To be eligible for the above coverage (or increase in coverage), employees must be able to perform the "at work requirements" with the Agency before benefits are effective.
- F. When employment is interrupted by layoff, discharge, resignation, retirement, leave of absence (except as otherwise required by this Agreement and/or the Family & Medical Leave Act), all medical benefit plan costs payments by the Agency continue only for the balance of the month in which such termination occurs.
- G. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a 31-day conversion right upon termination of employment. Any employee electing the right of conversion must contact the insurance carrier within 31 days of the employee's last day of employment.
- H. The Agency reserves the right to competitively bid any of the medical benefit plan programs specified in this Article (per the Public Employee Health Benefits Act) provided that notice of changes in carrier, underwriter and/or third-party employee are given to the Union prior to adoption. Further, any substituted plan shall have benefits comparable to the plan replaced.

ARTICLE 31 - COMPUTATION OF FRINGE BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the fringe benefits under this Agreement. Fringe benefits are considered anything other than wages.

ARTICLE 32 - 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 as 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 33 - CONSOLIDATION OR ELIMINATION OF JOBS

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

ARTICLE 34 - 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 35 - DISTRIBUTION OF AGREEMENT

The Agency will make available to each employee an electronic copy of this Agreement and will provide a printed copy of the same Agreement to all new employees.

ARTICLE 36 - STRIKES AND WORK INTERRUPTIONS

The parties mutually recognize that the services performed by the employees covered by this Agreement are services essential to the Agency and, therefore, to the public. The Union 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 Agency's discretion. 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 unwilling or unable to terminate or prevent any violation 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. The Union's failure 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 37 - TERMINATION AND MODIFICATION

This Agreement shall be effective July 1, 2024, and shall continue in effect until June 30, 2027.

Both parties agree that they will begin negotiation for a successor Agreement by 60 days before the expiration of the current Agreement.

The parties recognize that this Agreement is subject to the Constitutions 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 provision of this Agreement conflicts with the provision 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 38 - EMERGENCY MANAGER

An emergency manager appointed under the Fiscal Accountability Act, PA 2 of 2011 is authorized to reject, modify, or terminate this Agreement as provided in the Act.

ARTICLE 39 - SPECIAL PAY PLAN

- A. All special pay plans including but not limited to terminal leave pay, accumulated sick leave, accumulated vacation pay, and early notification of retirement incentive will be covered by the Agency's 403(b) or 457 special pay plan.
- B. The special pay plan is required (involuntary) for all eligible participants, which include all Agency employees terminating their employment with the Agency, whether or not they are retiring.

ARTICLE 40 – INCENTIVE FOR EARLY NOTICE OF INTENT TO RETIRE

- A. An incentive for early notice of intent to retire will be paid to employees according to the following schedule:
 - 1. A \$1,500 incentive when notice is provided by 4 p.m. on October 31 for an effective retirement date of June 30 of the subsequent calendar year. Payment to employee will be made by the second payroll in December.
 - 2. A \$500 incentive when notice is provided by 4 p.m. on January 31 for an effective retirement date of June 30 of that same year. Payment to employee will be made by the second payroll in March.

Employee may elect to have the incentive payment made to their Health Savings Account (HSA), provided that the payment will not place the total contributions to the employee's HSA over the IRS annual HSA contribution limit.

- B. To be eligible for one of the above incentives, the employee must timely submit to the Superintendent the completed and signed irrevocable notice of retirement declaration and resignation provided in [Appendix C](#).
- C. The employee's resignation shall become irrevocable and binding upon acceptance by the Superintendent. The employee's effective resignation date identified in the employee's completed Appendix C notice shall not be altered absent a mutual subsequent written agreement between the Superintendent and the employee.
- D. As stated in this Agreement and in Appendix C, the employee's resignation is irrevocable and binding upon acceptance by the Superintendent. The parties, however, recognize that extenuating circumstances may cause the employee to seek to rescind the accepted resignation. The Superintendent has the sole discretion to assess the circumstances to determine whether the employee's resignation may be rescinded. If rescission is granted, the employee must promptly repay the Agency the full amount of the monetary incentive. The Superintendent's decision is not subject to the grievance process.
- E. An employee who elects to participate in the notice incentive under this Agreement shall be treated as having resigned and shall not be eligible for unemployment compensation benefits because such action constitutes a voluntary resignation of the employee without cause attributable to the Agency.

ARTICLE 41 – EMPLOYEE PROTECTION

- A. A properly trained bargaining unit employee in a student facing role may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning and only for the limited purposes identified in Revised School Code section 1312.
- B. The Agency will encourage school authorities to endeavor to achieve improvement of student behavior through appropriate interventions and support.
- C. Any case of assault by a student shall be promptly reported to the Agency or its designated representative and to the local school district administrator. The Agency may advise the employee of their rights and obligations as to the assault and will render reasonable assistance to the employee.
- D. If any employee is sued for acts or conduct arising out of the course of employment and within the scope of the employee's authority and the employee has acted consistent with Agency and school district policy, legal defense will be provided to the extent specified in the Agency's insurance policies. The Agency will render necessary and reasonable assistance in the disposition of that claim.
- E. The Agency may reimburse an employee for any loss, damage, or destruction of clothing or personal property of the employee arising out of their employment and not due to any fault, negligence, or carelessness of the employee. Any claim pertaining to this part of the Agreement shall be submitted to the Superintendent. If no agreement is reached, the Union President and the Superintendent shall review the claim. If the claim is not resolved, a third party mutually agreed upon, shall render a binding decision within the limits of the Agency's insurance policies.
- F. If any question of breach of a bargaining unit employee's professional ethics is being investigated, the Association shall be notified.

ARTICLE 42 – COMMUNITY ENGAGEMENT LEAVE

- A. Purpose: The purpose of this article is to promote community involvement and support for volunteer efforts among the employees. The Employer recognizes the value of community service and the positive impact it has on local welfare and employee satisfaction. Therefore, to the extent permitted by law, the Employer intends to provide leave to employees for the support and benefit of the community.
- B. Volunteer Leave Entitlement: All employees covered under this Agreement shall be entitled to one (1) day of paid leave per calendar year to participate in community volunteer activities. This leave is hereinafter referred to as "Community Engagement Leave." Community Engagement Leave is subject to prior approval by the employee's supervisor and may only be used at a time mutually agreed upon by the employee and his or her supervisor.
- C. Eligible Activities: Community Engagement Leave may be used for participation in volunteer activities that support Agency-approved non-profit organizations, community service groups, public school systems, or environmental conservation efforts. Activities must be verifiable and conducted through recognized organizations. The Employer reserves the right to publish a list of approved organizations for which employees may volunteer to use their Community Engagement Leave. The Employer reserves the right to not approve an employee's request for Community Engagement Leave.
- D. Scheduling Leave:
1. Employees wishing to use their Community Engagement Leave must request such leave at least two (2) weeks in advance, subject to operational requirements.
 2. The Employer may deny an employee's request for leave if the proposed leave interferes with the Employer's educational and operational activities. Community Engagement Leave may not be used on the first or last day of school, immediately before or after a holiday, or immediately before or after a designated school break or vacation period, or on other days identified by the Employer.
 3. Employees must volunteer during the Employee's regular work hours to be credited a Community Engagement Leave day.
- The Employer reserves the right to not compensate an Employee if he or she fails to meet the minimum hour requirement for the Community Engagement Leave day.
- E. Documentation: Employees may be required to provide documentation verifying their participation in a volunteer activity. If documentation is requested, it must be provided to the Employer within one (1) week of the volunteer activity's completion.
- F. No Carryover: Community Engagement Leave is not cumulative and must be used within the calendar year it is granted. Unused leave shall not carry over to the subsequent year and will not be compensated if unused.
- G. Reporting: The Employer may require a brief report or summary of the volunteer experience, which may be used to evaluate the benefits of such leave on employee morale and community engagement.
- H. Financial Contingency Clause:
1. Review of Policy: The Employer shall annually review the financial implications of maintaining the Community Engagement Leave. This review will occur during the annual budget process and will

consider the current fiscal health of the organization, projected costs of sustaining the leave, and any significant changes in financial circumstances.

2. Modification or Suspension: Should the Employer determine that the fiscal responsibilities or economic conditions warrant a modification or temporary suspension of the Community Engagement Leave, the Employer may take such action, in consultation with the Union, regarding those modifications or temporary suspension.
3. Notification: In the event of a modification or suspension of the leave, all affected employees will be notified in advance of such changes taking effect.

APPENDIX A - WAGE RATES

Agency employees, if they so desire, may “cash in” unused sick, vacation, and/or personal leave at their daily rate not to exceed \$400 per day or their deductible amount per year. This “cash in” must be contributed to the Agency-provided health savings account for each employee and will be offered at the beginning of each calendar year. For the first full year of hire and beyond, sick, vacation, and/or personal days may be cashed in by an employee provided his/her remaining paid time off days are equivalent to a minimum of one-half (1/2) of a year’s allocation of sick days (i.e., six (6) days for full-year employees; five (5) days for academic-year employees). Employees should make an effort to accumulate sick days for medical appointments, and unforeseen illness/medical issues.

Other than the wages and benefits identified in this Agreement and during this Contract term, there shall be no material increase or decrease in wages or benefits unless ratified by both parties. No longevity, lanes, or steps or benefit increases or decreases will be allowed after this Agreement has expired unless expressly ratified by both parties.

All employees shall be paid pursuant to the wage schedule on the following page.

Maquette-Alger RESA
AFSCME 2024-2025 to 2026-2027 Wage Schedule

2024-2025	0	1	2	3	4	5	7	10
Maintenance Leader	23.00	23.46	23.93	24.41	24.90	26.39	27.71	28.82
Senior Maintenance	20.00	20.40	20.81	21.22	21.65	22.95	24.09	25.06
Assistant Maintenance	18.00	18.36	18.73	19.10	19.48	20.65	21.69	22.55
Great Start Collaborative Director	27.00	27.54	28.09	28.65	29.23	30.98	32.53	33.83
Transition Work-Based Learning Facilitator	25.00	25.50	26.01	26.53	27.06	28.68	30.12	31.32
MATMC Student Success Technician	22.00	22.44	22.89	23.35	23.81	25.24	26.50	27.56
STRIDE Facilitator	22.00	22.44	22.89	23.35	23.81	25.24	26.50	27.56
Work-Based Learning Tech. - CTE & Internships	22.00	22.44	22.89	23.35	23.81	25.24	26.50	27.56
Educational Interpreter	22.00	22.44	22.89	23.35	23.81	25.24	26.50	27.56
Interpreter	19.00	19.38	19.77	20.16	20.57	21.80	22.89	23.81
Summer Job Coach	19.00	19.38	19.77	20.16	20.57	21.80	22.89	23.81
Certified Occupational Therapy Assistant	19.00	19.38	19.77	20.16	20.57	21.80	22.89	23.81
Paraprofessional	18.00	18.36	18.73	19.10	19.48	20.65	21.69	22.55

2025-2026	0	1	2	3	4	5	7	10
Maintenance Leader	24.15	24.63	25.13	25.63	26.14	27.71	29.09	30.26
Senior Maintenance	21.00	21.42	21.85	22.29	22.73	24.09	25.30	26.31
Assistant Maintenance	18.90	19.28	19.66	20.06	20.46	21.69	22.77	23.68
Great Start Collaborative Director	28.35	28.92	29.50	30.09	30.69	32.53	34.15	35.52
Transition Work-Based Learning Facilitator	26.25	26.78	27.31	27.86	28.41	30.12	31.62	32.89
MATMC Student Success Technician	23.10	23.56	24.03	24.51	25.00	26.50	27.83	28.94
STRIDE Facilitator	23.10	23.56	24.03	24.51	25.00	26.50	27.83	28.94
Work-Based Learning Tech. - CTE & Internships	23.10	23.56	24.03	24.51	25.00	26.50	27.83	28.94
Educational Interpreter	23.10	23.56	24.03	24.51	25.00	26.50	27.83	28.94
Interpreter	19.95	20.35	20.76	21.17	21.59	22.89	24.03	25.00
Summer Job Coach	19.95	20.35	20.76	21.17	21.59	22.89	24.03	25.00
Certified Occupational Therapy Assistant	19.95	20.35	20.76	21.17	21.59	22.89	24.03	25.00
Paraprofessional	18.90	19.28	19.66	20.06	20.46	21.69	22.77	23.68

2026-2027	0	1	2	3	4	5	7	10
Maintenance Leader	25.36	25.86	26.38	26.91	27.45	29.09	30.55	31.77
Senior Maintenance	22.05	22.49	22.94	23.40	23.87	25.30	26.56	27.63
Assistant Maintenance	19.85	20.24	20.65	21.06	21.48	22.77	23.91	24.86
Great Start Collaborative Director	29.77	30.36	30.97	31.59	32.22	34.15	35.86	37.30
Transition Work-Based Learning Facilitator	27.56	28.11	28.68	29.25	29.83	31.62	33.21	34.53
MATMC Student Success Technician	24.26	24.74	25.23	25.74	26.25	27.83	29.22	30.39
STRIDE Facilitator	24.26	24.74	25.23	25.74	26.25	27.83	29.22	30.39
Work-Based Learning Tech. - CTE & Internships	24.26	24.74	25.23	25.74	26.25	27.83	29.22	30.39
Educational Interpreter	24.26	24.74	25.23	25.74	26.25	27.83	29.22	30.39
Interpreter	20.95	21.37	21.79	22.23	22.67	24.03	25.24	26.25
Summer Job Coach	20.95	21.37	21.79	22.23	22.67	24.03	25.24	26.25
Certified Occupational Therapy Assistant	20.95	21.37	21.79	22.23	22.67	24.03	25.24	26.25
Paraprofessional	19.85	20.24	20.65	21.06	21.48	22.77	23.91	24.86

APPENDIX B – PROCEDURAL GUIDELINES FOR JOINT ADMINISTRATION OF SICK LEAVE BANK

1. AFSCME member completes Sick Leave Bank Request Form (available from AFSCME Chapter Chairperson or Human Resources) and submits to Union and Human Resources Office.
2. The Administering Team reviews submitted request.
3. If the member's request meets the criteria specified in this Agreement, the day(s) may be granted.
4. Copies of an approval notice will be sent to the (1) employee, (2) AFSCME Chapter Chairperson, (3) Payroll, and (4) Human Resources.
5. In the event of extenuating circumstances, the Administering Team may reconvene to amend the original approved request.
6. By June 30 (or per request), activity statements will be provided to the Superintendent and Chapter Chairperson by the Payroll & Benefits Coordinator for monitoring purposes.

APPENDIX B (Continued)

Marquette-Alger RESA AFSCME Sick Leave Bank Request Form

Name:	
Date of Request:	
Number of Days Requested:	
Reason for Requested Days: <i>(Please use back of form if additional space is needed.)</i>	
Previous Sick Leave Bank Usage:	
Signature*:	

****Signature denotes all sick, vacation and personal days have been exhausted. By signing the employee agrees to release the above information to the Administering Team for the purpose of making a determination on whether the employee's request will be granted.***

APPENDIX C

**Marquette-Alger Regional Education Service Agency
Retirement Notice Incentive Agreement**

1. I am an employee of the Marquette-Alger Regional Education Service Agency (the "Agency") and represent that I have carefully read and fully understand Article 40 (Incentive for Early Notice of Intent to Retire) of the Collective Bargaining Agreement (the "Agreement") between the Agency and the Marquette-Alger Regional Education Service Agency AFSCME Michigan and knowingly accept all conditions and terms set forth in Article 40 of that Agreement.
2. As a condition of my receipt of the notice incentive payment of \$_____ to be made no later than the second payroll of _____, 202__, I submit my voluntary, irrevocable, and unconditional resignation from employment with the Agency, effective June 30, 202__, for the purposes of retirement, according to the terms and conditions of the Agreement.
3. I understand that my voluntary resignation will become irrevocable and binding upon acceptance by the Agency's Superintendent.

Check one:

____ I elect to receive my incentive payment via payroll

____ I elect to have my incentive payment deposited into my Health Savings Account (HSA), and certify that this payment will not place the total contributions to my HSA over the IRS annual HSA contribution limit.

Employee: _____
Signature

Date: _____

Employee: _____
Please Print Name

Witness Signature: _____

Date: _____,

Witness: _____
Please Print Name

Accepted by Marquette-Alger RESA

By: _____
Its: Superintendent

Date: _____,

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:

FOR THE BOARD OF EDUCATION:

Michelle Felin
Chairperson

6/27/24
Date

Laurel Humann
President

6/24/24
Date

Guisele
Chief Steward

6/27/24
Date

Shelley Ornd
Secretary

6/24/24
Date

[Signature]
AFSCME Michigan Representative

6/27/24
Date

**Letter of Agreement
between
Marquette-Alger Regional Education Service Agency
and
Marquette-Alger Regional Education Service Agency
American Federation of State, County and Municipal Employees (AFSCME)**

This Letter of Agreement (the “Agreement”) is entered into between the Board of Education (the “Board”) of the Marquette-Alger Regional Education Service Agency (the “Agency”) and the Marquette-Alger Regional Education Service Agency American Federation of State, County and Municipal Employees (the “Union”) as follows:

1. A recent review of student and Local Education Agency (LEA) needs, and Agency resources, indicated the necessity for the Board to employ Registered Behavior Technicians at LEAs.
2. The Registered Behavior Technician position shares a community of interest with the Union.
3. The parties agree the Registered Behavior Technician position will be included in the Article 1 Recognition Clause of the Parties’ Collective Bargaining Agreement, effective January 5, 2026.
4. The pay scale for the Registered Behavior Technician position will be the same as the scale for the STRIDE Facilitator position in the Parties’ collective bargaining agreement.
5. No precedent, custom, or binding past practice is established by this Agreement.
6. This Agreement constitutes the entire agreement between the parties, and supersedes any prior or concurrent agreements, written or oral, regarding its subject matter.
7. The parties anticipate that this Agreement language will be incorporated into the Master Agreement when it re-opens for bargaining in 2027.

Marquette-Alger Regional Education Service Agency Board of Education

By: Gregory Nyen
A6C481BF4AFA45C...
Dr. Gregory Nyen
Its: Superintendent

Dated: 1/13/2026

Marquette-Alger Regional Education Service Agency American Federation of State, County and Municipal Employees

By: Michelle Schwemin
F1F1F7AB46324B2...
Michelle Schwemin
Its: President

Dated: 1/12/2026

**Letter of Agreement
Between
Marquette-Alger Regional Education Service Agency (Marquette-Alger RESA)
and
Marquette-Alger RESA American Federation of State, County and Municipal Employees (AFSCME)**

Re: Distribution of 27(l)2 Funds


The Marquette-Alger Regional Education Service Agency Board ("Board" or "Agency") and the Marquette-Alger Regional Education Service Agency American Federation of State, County and Municipal Employees ("Association" or "AFSCME") hereby enter into this Letter of Agreement (LOA) regarding the distribution of 27(l)2 funds to bargaining unit employees.

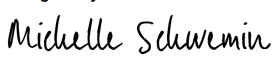

WHEREAS, the parties have mutually agreed to the distribution of available 27(l)2 funds; and

WHEREAS, the parties wish to memorialize the terms of said distribution;

NOW, THEREFORE, the parties agree as follows:

1. **DISTRIBUTION AMOUNT:** The Agency shall distribute 27(l)2 funds in a **one-time, off-schedule, lump-sum payment of Two Hundred Seventy-One Dollars and Fifty-One Cents (\$271.51), less normal withholdings**, to each eligible bargaining unit employee.
2. **ELIGIBLE EMPLOYEES:** This payment shall be distributed to all employees within the AFSCME bargaining unit who are employed as of February 20, 2026.
3. **DATE OF DISTRIBUTION:** The payment shall be issued on the **March 20, 2026 payroll**.
4. **NON-PRECEDENTIAL:** This agreement is non-precedential and shall not be cited or relied upon by either party in any future negotiations, grievances, arbitrations, or other proceedings. This agreement addresses only the specific circumstance described herein and does not establish a past practice or obligation for future distributions.
5. **SCOPE:** This Letter of Agreement is supplemental to and does not modify, amend, or supersede the terms of the current Collective Bargaining Agreement between the parties except as expressly stated herein.
6. **DURATION:** This agreement shall expire upon the completion of the distribution described in Section 3 above.

DocuSigned by:

A6C481BF4AFA46C...
 Dr. Gregory Nyen, Superintendent
 Marquette-Alger RESA
 Date: 3/10/2026

Signed by:

63088C72938A458...
 Michelle Schwemin, President
 Marquette-Alger RESA AFSCME
Signed by:

08897A54DC01467...
 Michigan AFSCME Representative
 Date: 3/13/2026