

MASTER AGREEMENT

BETWEEN THE

**GOGEBIC-ONTONAGON
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**GOGEBIC-ONTONAGON
INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION**

August 23, 2009 - August 22, 2011

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ARTICLE I

Agreement

This Master Contract entered into this _____ day of _____, 2009, by and between the Gogebic-Ontonagon Intermediate School District Board of Education, hereinafter referred to as the **Board**, and the Gogebic-Ontonagon Intermediate Education Association, hereinafter referred to as the **Association**.

The term **employee**, when used in this agreement, shall refer to all employees represented by the Association as defined by the terms of this agreement.

ARTICLE II

Recognition

Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and conditions of employment for the entire term of this agreement for professional, certified staff members as hereby listed.

Speech and Language Pathologists

Teacher Consultants

Less than Class Size Coordinator

School Social Worker

Occupational Therapist

Guidance Counselor

School Psychologist

Teacher of Emotionally Impaired

Early Childhood Developmentally Delayed Teachers

Teacher of Cognitively Impaired

Teacher of Hearing Impaired

Teacher of Learning Disabled

Certified Vocational Education Teachers

Early-On Coordinator

Behavioral Consultant

General Ed Facilitator

Reading Specialist

Transition Coordinator

Data Collection Coordinator

The recognition of newly created professional certified positions shall be mutually decided between the Association and the Board within sixty (60) days from the date of employment.

Recognition excludes all aides, clerical staff, accountants, administrative staff, Assistant Career Education Coordinator, substitutes and all others.

ARTICLE III

Purpose, Intent and Philosophy

Section 1: The purpose of this agreement is to establish, clearly in writing, the full agreement between the parties concerning the salaries, terms and conditions of employment that shall prevail for the duration of this agreement.

Section 2: If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 3: The Board of Education recognizes the legal rights of professional employees as they are spelled out in our State Constitution, our legislated laws, and the judicial interpretations of our courts. The Board and the Association have statutory obligations and agree to bargain in good faith with respect to hours, wages, and conditions of employment.

Section 4: The Board of Education cannot and will not negotiate Board responsibilities, duties, and rights as spelled out in our State Constitution, our legislated laws, and the judicial interpretations of our courts.

ARTICLE IV

Board Rights

The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States.

Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

Section 1: Manage and control the school's business, equipment, operations and affairs of the employer.

Section 2: Continue its rights and past practice of employee assignment and direction of work of all of its personnel. Subject to the limitations of this Agreement, set the daily hours of work, starting times and scheduling of all the foregoing. Establish, modify or change work loads, business hours or days.

Section 3: The right to hire, promote, suspend, and discharge employees. Transfer employees, determine the size of the work force, and to lay off employees in conformance with the provisions of this Agreement.

Section 4: Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

Section 5: Adopt reasonable rules and regulations.

Section 6: Determine the qualifications of employees, including physical conditions.

Section 7: Determine the location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions or subdivisions thereof, and the

relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Section 8: Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Section 9: Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Section 10: Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

Section 11: Determine the policy affecting the selection, testing or training of employees.

ARTICLE V

Association and Personnel Rights

Section 1: The Board hereby agrees that every recognized, certified employee, as defined in this Agreement, shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining.

Section 2: The rights herein granted to the Association shall not be granted or extended to any competing professional labor organization excepting if the professional employees change labor organizations through procedures as defined by MERC.

Section 3: The Board further agrees to furnish the Association reasonable requests regarding the financial resources of the District; however, copy preparation costs of such material shall be borne by the Association.

Section 4: The facilities and equipment of the District may be available to the Association for the transaction of Association business. The use of the facilities and equipment may be requested from the Superintendent and shall not interfere with normal operations, and any expense involved shall be borne by the Association.

Section 5: Any employee who feels that existing facilities are inadequate, may file a written statement with the administration specifically outlining needed improvements. If, in the opinion of the Superintendent, the statement appears valid, the District would confer with the local district involved in an attempt to modify problems.

Section 6: Any case of assault upon an employee while performing their duties, shall be promptly reported to the Board or its designated representative.

Section 7: Any complaint filed by a student or parent with the Board or its agents shall be promptly reported to the employee involved.

Section 8: The Association shall be granted two (2) business days to be credited to the president of the Association to be used by the Association. Substitute teachers, if necessary, will be paid by the Association.

ARTICLE VI

Personnel Policies

Section 1: All new employees shall receive orientation upon assuming their responsibilities.

Section 2: Professional employees shall be employed in accordance with the provisions of the State Tenure Act and such policies relating thereto as may be established by the Board.

Section 3: The probationary period shall be as defined in the Tenure Act.

Section 4: The Board of Education may require employees to submit to a physical or mental examination at Board of Education expense. The Board of Education shall prepare a list of five (5) qualified examiners from which the employee may choose.

ARTICLE VII

Dues Deduction and Agency Shop

Section 1: In accordance with the terms of this Article, each bargaining unit member with thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

Section 2: Association Members

Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Section 3: Service Fee Payers

Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the *MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures*. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Section 4: Non-Payment of Dues or Service Fees

If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

Section 5: Payroll Deduction

Upon written authorization by a bargaining unit member or pursuant to Section 4, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made as per designation by the bargaining unit member, up to and through the last payday in May. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

Section 6: Save Harmless Clause

In the event of legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- B. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

The Association agrees that in any action so defended, it will hold the employer harmless from any liability for damages and costs.

ARTICLE VIII

Caseloads, Assignments, Working Hours and School Closings

Section 1: In center-based programs, a working day shall be the same hours as the school in which the Intermediate School District employee is serving on a given day.

Section 2: For center-based programs, student contact must occur during the session days of the District in which the employees are working.

On non-session days, employees will work on completing special education requirements such as IEP's, or on curriculum or duties as scheduled and approved by their immediate supervisor in order to complete their 183 day contract with the ISD.

Employees in center-based programs must remain in their assigned building for the entire work day but may individually schedule one hour per day for preparation, lunch, and/or breaks.

The Association agrees that there is a disparity in the amount of overall time that members spend in center based programs but henceforth agrees not to support an individual grievance over such disparity.

Section 3: A normal work day shall be eight (8) hours in duration, with one (1) hour duty-free lunch period. The normal work week shall consist of forty (40) hours, Monday through Friday. The one (1) hour duty-free lunch period may be reduced by mutual agreement between an employee and his/her immediate supervisor.

Section 4: If working in the Intermediate School District Office, the normal hours shall be from 8:30 a.m. to 4:00 p.m. Eastern time. If working in the Black Bear site, the normal hours shall be from 8:00 a.m. to 3:30 p.m. Central time. Adjustments can be made in the above hours in starting and ending time, but the total hours per day shall not exceed eight (8) hours per day.

Section 5: Appropriate office staff shall be kept informed of each employee's schedule during the employee's work day.

Section 6: Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board or Administration.

Section 7: Any assignments in addition to the normal working schedule during the regular school year or summer programs shall be voluntary. The Board may hire from outside the Association for additional programs or services in the event no Association member volunteers for additional assignment.

Section 8: Except in emergency situations, no person shall be assigned, without his/her consent, outside the professional discipline for which he/she is qualified.

Section 9: In the event of severe weather or an Act of God, which causes school to be closed, the following procedures will be followed:

1. The closing of the Intermediate School District program, including the office, will be handled by public announcement.
2. In the absence of a specific announcement;

Regularly Assigned Employee, i.e.:

Those reporting to a classroom assignment in a given school or group of schools:

- a. If the assigned school is open, report as usual.
- b. If the assigned school is closed, employee is to remain at home.

Itinerant Employees, i.e.:

Those whose daily schedule and assignment varies and who have no regular classroom assignment in a given school or group of schools:

- a. If schedule is disrupted by a local school or schools closing by an Act of God, the employee shall report to the Intermediate School District office during regular hours.
3. Staff members are encouraged to contact the office, or administrator, if they have questions concerning the status of school closings.
4. No employee shall suffer financial loss due to school or office closings.

ARTICLE IX

Evaluation Procedures

Section 1: The evaluation of the performance of each employee in the school system is the responsibility of the administration. In such evaluation, all monitoring or observations of employees shall be conducted openly.

Section 2: Evaluations shall only be conducted by the director or other qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on observation, discussion, job descriptions, and objectives.

Section 3: The performance of all employees shall be evaluated in writing as follows:

- A. Probationary employees shall be evaluated in writing at least two (2) times each year; once on or before December 1, and again on or before April 15. A personal meeting will be held within ten (10) school days thereafter to review the job performance of the probationary employee. Those employees hired other than at the beginning of the year will have their timelines adjusted accordingly.
- B. Tenure employees shall be evaluated in writing at **least** once each year. A personal meeting will be held with each tenure employee within fifteen (15) school days thereafter to review his job performance.

Section 4: A written evaluation shall be submitted to the employee to be signed and returned to the administration. A copy of the evaluation shall be given to the employee. In the event that the employee feels that his evaluation was incomplete or unjust, he may put his objectives in writing and have them attached to the evaluation report to be placed in his evaluation file.

Section 5: Each employee shall have the right, upon request, to review the contents of his evaluation file. A representative of the Association may, at the employee's request, accompany the employee in this review.

Section 6: Evaluations shall provide definite, positive assistance to rectify professionals receiving substandard evaluations that may lead to dismissal.

ARTICLE X

Terminations, Vacancies, Promotions and Transfers

Section 1: The Board of Education reserves the right to discipline any employee, up to and including the termination of said employee. At the discretion of the Board, progressive discipline may be applied, beginning at any level depending upon the nature of the offense. It is not the intent of the Board or Administration to discipline any employee for personal actions on personal time, unless the personal activity is of major unlawful nature.

Section 2:

- A. Regular employees shall be notified sixty (60) days prior to the end of the fiscal year if their contract will not be renewed for the ensuing year.
- B. Employees contracted through special funds in which at least 80% of their salaries are received through State or Federal project grants, subject to short notice termination's, non renewals, etc., need not be notified sixty (60) days in advance of contract termination. Said employee's individual contract form shall so state if their contract is considered subject to Section B of this Article.

Section 3: Whenever a vacancy in any professional position shall occur, a written notice of such vacancy shall be posted for ten (10) days.

- 1. A vacancy shall be defined for purposes of this Agreement as:
 - a. The Board has determined a position exists that it wishes to fill, and
 - b. A position exists that is in excess of the total number of employees employed (including employees on layoff and leave), and
 - c. A position exists that was previously held by a bargaining unit member whose employment with the Board has been severed, or
 - d. A newly created position in the bargaining unit exists.
- 2. This definition of a vacancy shall not apply to a bargaining unit position held by an employee who is on leave for less than or equal to one (1) school year.
- 3. Regardless of any provisions of this Agreement, the Board shall not be required to post notice of any vacancies or transfer any employee to any position if there are certified and qualified employees for that position on layoff.

Present employees will be given consideration for any vacancies which exist based on their qualifications, competencies, experience and areas of certification.

Section 4: Present employees will be notified of openings in administrative positions. If mailed, it will be sent to the last known address.

ARTICLE XI

Layoff and Recall Procedure

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

Section 1: Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a tenure employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is being eliminated altogether.
- B. If the reduction of employees is still necessary, then tenure employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purpose of this article *seniority* is defined to mean the amount of time an individual is continuously employed as a certified employee within the school district. The starting date for seniority shall be the date of hire.
- C. An employee, who is laid off pursuant to this article has the right to be placed in a position for which he is certified and qualified to fill, and which is occupied by an employee with less seniority. For the purpose of this article *qualified* shall be defined in the following manner: Qualified for a special education position means being certified for the special education position. Qualified for a vocational education position means being certified for the vocational education position. Qualified for a general education position, where a certificate is not required, shall be determined by the Board of Education. (See Article IV, Section 6)

Section 2: Recall Procedure

Recall of an employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and qualified as herein set forth to perform the specific duties he is being assigned.

Section 3: In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

Section 4: Tenure teachers shall have recall rights as set forth under the tenure act (three years from the date of layoff).

Section 5: Seniority shall be from the most recent date of hire. The district shall annually post and mail to each bargaining unit member a seniority list by October 1st. Within twenty (20) calendar days of the posting/ mailing, any objections to the list shall be filed. After the twenty (20) day timeline has passed, the list will be considered final and conclusive.

ARTICLE XII

Negotiations

Section 1: Negotiations of this Agreement, for the ensuing years, shall be opened by request of the Association by April 1st.

Section 2: It is agreed that the Board and administration, and the Executive Committee of the Association may meet periodically to discuss in an attempt to resolve problems of mutual concern. Such meetings, and the agenda, therefore, will be called by mutual agreement between the administration and the President of the Association whenever such a meeting is desired.

Section 3: There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the superintendent.

Section 4: The Board and the Association for the term 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 by this agreement, and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been with the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Matter of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE XIII

Experience

Section 1: Experienced employees coming into the school district, shall be given a maximum of the first five (5) full years credit, plus one-half ($\frac{1}{2}$) of the full years of service between five (5) and fourteen (14) years. Experience less than a full year (fractional year) shall not be included in calculating the experience factor.

Section 2: Persons employed under this contract on a *part-time* basis shall receive credit for steps (or partial steps) on the increment schedule based on a proration of that part-time experience to the increment steps. Salary shall be prorated on the basis of the part-time assignment.

Bargaining unit members hired with outside experience shall not receive longevity step pay until the employee has served ten (10) years within the employment of the Gogebic-Ontonagon Intermediate School District.

ARTICLE XIV

Child Care Leave

Section 1: Child care leave without pay is available to all employees upon request of the employees for the primary care of a newborn child. The length of the leave shall not exceed one (1) year, renewable by the discretion of the Board.

Section 2: In order to provide for continuity, the employee shall notify the Superintendent's office in writing a reasonable length of time prior to the expected date of birth so that necessary arrangements can be made to procure the employee's replacement.

Section 3: Within thirty (30) days thereafter, an employee desiring child care leave must submit a written request for child care leave to the Board of Education. This request shall specify the beginning date of the leave, be accompanied by the employee's physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of leave. As nearly as possible, the date of leave will conform to the beginning or ending of a marking period, semester, or school year.

- A. In the event of a dispute concerning the beginning date of the child care leave, the employee shall be entitled to a hearing before the Board.
- B. Once the beginning date has been approved by mutual agreement, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
- C. The employee must be physically able to perform his/her regular duties up to the time of the anticipated beginning of the leave. In the event the employee is unable to meet the requirement of this provision, the unpaid leave shall commence immediately.

Section 4: The employee shall be eligible to return from child care upon filing a physician's statement that he/she is physically fit for full-time employment. The employee may request a prospective termination date of the leave of absence at the time of request for the leave.

Section 5: Re employment will commence upon the date agreed to by both parties which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re employment. Extension of the leave shall be in the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

Section 6: An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of

Education reserves the right in its sole discretion to approve accelerated termination of child care leave on the basis of each individual case.

Section 7: Failure to return from a child care leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

Section 8: Child care leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from child care leave, the employee shall be restored to his/her same position on the salary schedule as when he/she left, and be entitled to accrued benefits prior to said leave.

Section 9: In lieu of the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- A. All pregnant employees shall notify the administration of pregnancy within a reasonable length of time prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Superintendent of Schools.
- B. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the Board of Education may, in its discretion, request.
- C. The employee may be required to submit to physical examinations by a physician selected by the employee from a list of five (5) qualified examiners prepared by the Board.
- D. To receive sick leave payments, the employees must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by her physician.
- E. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her assigned responsibilities.
- F. The employee shall provide in writing all lesson plans and other materials required by the Director for the duration of the absence in order to maintain curricula continuity through the substitute.

ARTICLE XV

Sick Leave

Section 1: Sick leave shall be granted to each employee of the district on the basis of one and one-half (1½) days per month of employment cumulative to 180 days for 2009-2011. Days of sick leave are individual accumulations, and are not exchangeable between or among employees. Six (6) days of the first year's sick leave may be advanced to a new employee during the first semester. The Board of Education, after two (2) consecutive days of sick leave, reserves the right to demand certification of employee illness by a medical doctor when circumstances are such as to cast doubt on the proper use of sick leave. Sick leave is reserved for personal illness. At the discretion of the Board and/or Superintendent, employees returning to work from sick leave will be required to present a doctor's statement certifying the employee's ability to return to work.

Section 2: Worker's Compensation Clause

The Board agrees to pay the difference between Worker's Compensation or no fault insurance and employee's take-home pay, if the employee has a work related accident or injury and qualifies for compensation. This section shall be limited to a maximum of thirteen (13) pay periods, or to the end of the school year, whichever is shortest, of the year in which the accident or injury occurs. At Board option, an employee returning to work the following year may be awarded the balance remaining of the thirteen (13) pay periods differential income, if the employee is still on compensation at the start of the new year.

Section 3: Terminal Sick Leave

Upon retirement under the Michigan Public School Employees Retirement System the District shall pay to the employee, or in the event of death of the employee shall pay to the employee's beneficiary, \$30 for each day of unused sick leave accrued by the employee while in the employment of the District.

ARTICLE XVI

Compensatory Leave

Employees shall be granted five compensatory leave days per school year from their annual sick leave accumulation, needing no excuse. Such leave must be requested in the office of the Superintendent of Schools in a written form, as far in advance of the leave day as is possible. In the event that it is not possible to give an advanced request, the employee must notify the GOISD office of the need for a leave day. The leave shall be granted but the employee must identify a reason in writing for the non-notification within five days of his/her return. Granting of compensatory leave will be at the discretion of the Administration. Compensatory leave is not cumulative. If unused, said leave shall convert to sick leave and is cumulative.

ARTICLE XVII

Sabbatical Leave

Section 1: Professional employees who have been employed in satisfactory service for a period of six (6) years may apply for a sabbatical leave for one (1) year.

Section 2: Sabbatical leave may be granted through the Superintendent's office by the Board. No more than one (1) professional employee may be on sabbatical leave during any year.

Section 3: Sabbatical leave may be granted for one of the following reasons:

- A. Formal study at an accredited college or university towards an advanced degree.
- B. Research work under the supervision of qualified research personnel.
- C. Special programs accepted by the Board or recommended by the Superintendent.

Section 4: Sabbatical leave must be requested on or before April 1st of the year previous to the requested leave. The Board shall act upon the request prior to May 30th.

Section 5: There shall be no compensation on sabbatical leave.

Section 6: Seniority, years experience, and sick leave will be retained if such leave is granted, provided the employee returns to work by the first day of the school year following the approved leave (no more than 15 months from the beginning date of said leave).

Section 7: While on sabbatical leave there shall be no accrual of any benefits, including seniority.

ARTICLE XVIII

Mileage and Expenses

Section 1:

- A. Expenses incurred by employees to and from residence and nearest site served shall not be reimbursed by the district.
- B. Employees will be given assignments within five (5) days of employment. Changes in assignments may be made with a five (5) day notice to the employee(s) affected; however, no employee shall incur loss of paid expenses as a result of realignment for administrative purposes. Employees who move and incur greater expense costs shall not have that cost reimbursed by the Intermediate School District.
- C. Expenses shall be paid for employees whose job responsibilities require that they travel from their regular assignment to another job assignment or assignments on the same day. In such cases, the lower of the following will be reimbursed:
 - 1. Mileage from the place of assignment to and from the location of appointment(s).
 - 2. Mileage from the residence to and from the location of appointment(s).

Section 2: Mileage shall be reimbursed at the current IRS approved rate as allowed on Federal Tax Form 2106.

Section 3: Mileage Agreement

It is agreed that should the Gogebic-Ontonagon Intermediate School Board decide to purchase vehicles for use of members of the bargaining unit, that the Gogebic-Ontonagon Intermediate School District Board and the Gogebic-Ontonagon Intermediate Education Association agree to open only the mileage article of the negotiated contract for the purpose of negotiating said article. Negotiations pertaining to this article shall commence within thirty (30) calendar days of said decision to purchase vehicles.

Section 4: Board and room expenses will be reimbursed employees for out-of-district travel providing the travel is approved in advance. Board and room expenses claimed must be reasonable and receipts must be returned for all expenses.

ARTICLE XIX

Jury Duty

Section 1: Any employee who is selected to serve on jury duty shall be excused from work without use of any leave or vacation time and, shall be paid the difference between jury duty fees and their salary for each working day served.

ARTICLE XX

Grievance Procedure

Section 1: Terms

A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

Section 2: The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

- A. Employee evaluation content.
- B. The non-renewal of a probationary teacher.
- C. Areas that have been defined as Board rights or prerogative as itemized in this Agreement.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, excepting exclusions listed under A, B, and C above, may be processed as a grievance as hereinafter provided. Each written grievance shall be:

- D. Signed by the grievant or grievants.
- E. Be specific as to the facts giving rise to the grievance, the section of the contract alleged to have been violated, the date of the alleged violation, and the relief requested.

Section 3: Grievance Procedure

Level 1: Within ten (10) working days of the alleged violation, the grievant shall first discuss the alleged grievance with the supervisor immediately responsible. The employee may be accompanied by a representative of the Association if he/she desires.

Level 2: If the grievance is not resolved at Level 1, the grievant shall state the grievance in writing on an Association form which will be delivered to the grievance committee of the Association. If processed beyond Level 1, the grievance must have been filed within fifteen (15) working days of the occurrence giving rise to the specific grievance, and so delivered to the immediate supervisor, or it shall be invalid and not accepted. Within five (5) working days (defined as Monday to Friday, inclusive, excluding recognized legal holidays), the supervisor

shall meet with the Association's grievance committee. Within five (5) working days after such meeting, the supervisor shall deliver a written disposition of the grievance to the committee.

Level 3: If the grievance is not resolved at Level 2, within ten (10) working days the grievance committee shall so note in writing on copies of the grievance form and the administrative disposition, and deliver the writings to the superintendent. Within ten (10) working days the superintendent or his/her delegate shall meet with the grievance committee. Within ten (10) working days after such meeting, the superintendent shall deliver a written disposition of the grievance to the committee.

Level 4: Within ten (10) working days from a non settled grievance at Level 3, the grievance committee may submit said grievance to the Board for their consideration at the next regular Board meeting. Within ten (10) working days from Board consideration, a written disposition will be given to the grievance committee on its findings.

Level 5: If the grievance is not resolved at Level 4, the Association shall, within ten (10) working days of receipt of the Board decision, request in writing of the Superintendent that the grievance be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator within five (5) working days after such request, an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. Arbitration costs shall be shared equally by the Association and Board. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Section 4: If any of the time requirements specified above are not met by the District, the grievance will automatically be moved to the next step. If any of the time requirements of the above procedures are not met by the Association, the grievance shall be dropped.

ARTICLE XXI

Compensation

Section 1: The Board shall provide PAK A insurance benefits as described below for a full 12 month period for each year of the contract years, with internal and external coordination of benefits for dental and vision insurance only. An employee must be working at least half-time to qualify for PAK benefits. Employees not electing health insurance coverage will select PAK B.

PAK A for employees electing health insurance benefits:

Health	Choices 2, \$5-\$10 prescription card, \$100-\$200 annual in-network Board paid deductible
Negotiated Life	\$40,000 AD&D
Vision	VSP-3 Plus
Dental	100/90/90:\$1500 90:\$2000 Two cleanings per year No adult ortho

PAK B for employees not electing health insurance:

Negotiated Life	\$40,000 with AD&D
Vision	VSP-3 Plus
Dental	100/90/90:\$1500 90:\$2000 Two cleanings per year No adult ortho

Changes in family status shall be reported to the school business office within twenty (20) days of such change (addition to the family, change in marital status, death, child leaving dependency, child over age, etc.).

On the first payday in November of each year, bargaining unit members who have elected two-person or full family coverage shall receive \$130 before taxes to cover the cost of the deductible. Bargaining unit members who have elected single person coverage shall receive \$65 before taxes to cover the deductible.

Section 2: Any teacher within the system who does not choose to be covered by the provided hospitalization plan, choosing PAK B instead, may apply the dollar (\$) amount of the single subscribers rate, less the cost of PAK B, for other MESSA options or towards an annuity program or cash in lieu. Members working less than half-time shall receive cash in lieu.

Section 3: The salaries covered by this Agreement are set forth in **Appendix A** which is attached to and incorporated in this Agreement subject to the provisions of this Agreement.

Section 4: The schedule is based on 183 days in-school year contract calendar as itemized on **Appendix B**.

Section 5: Employees working beyond the 183 days of the calendar shall be paid an hourly rate based on a proration of their regular salary for that year.

Section 6: Education Increments

An additional one-time payment no greater than the Northern Michigan University graduate credit rates shall be paid to an employee for each semester hour of credit earned at a college or university when the credit(s) earned relate to his/her area(s) of employment responsibility and are graduate credit. Employees wishing to apply for said increment must have their department supervisor's approval and shall apply as follows:

- A. On or before September 1st of each year, employee may request the increment for hours earned from January 20th through September 1st of each year.
- B. On or before January 20th of each year, employee may request increment for hours earned between September 1st and January 20th of each year.

In all cases, employees must have their next year's contract signed for the September payment and be under contract for the balance of the year for the January 20th payment.

Staff Development: Employees attending staff development activities with prior administrative approval shall have the fees and their expenses paid. If the fees and expenses of these activities are paid by another source, duplication of payment shall not be made by the Gogebic-Ontonagon Intermediate School District. If partial fees and expenses are paid by another source, the Gogebic-Ontonagon Intermediate School District will pay the remaining balance.

CEU's: Upon prior approval of the employee's immediate supervisor, employees shall be reimbursed for the cost of taking CEU's. No more than four (4) CEU's per employee, per school year, shall be reimbursed, unless special approval is granted by both the immediate supervisor and the superintendent.

Section 8: Damage to Glasses

The Board will pay to repair or replace teachers' glasses if the damage is the direct result of student actions.

Section 9: Early Retirement Incentive

Any bargaining unit member who has at least ten (10) years of service to the District and is eligible for retirement under MPSERS shall be eligible for a Board paid early retirement incentive. Bargaining unit members electing to retire in accordance with this article must retire at the end of the year in which they become eligible to retire through the Michigan Public School Employees Retirement System's Basic or MIP program. It shall be the bargaining unit member's responsibility to accurately notify the Board of his/her eligibility to retire. Qualifying bargaining unit members who do not opt for this incentive shall forfeit the right to early retirement incentive under this article. Generic, military, or other purchased service time are not to be included in the calculation for qualifying for retirement, unless at the discretion of the employee. The retiring bargaining unit member shall receive an \$18000 payment spread over three (3) years as follows:

Year 1..... \$6,000

Year 2..... \$6,000

Year 3..... \$6,000

(This amount shall be prorated for part-time employees)

Payments shall be made as a lump sum in September of each year following retirement.

The Board shall also pay insurance premium costs incurred by the retiree through participation in the State of Michigan's insurance program for retirees until the latter is eligible for Medicare or age 65, whichever comes first. This insurance premium payment is only available for employees who are employed with the Gogebic-Ontonagon ISD as of August 22, 2006.

Employees who have twenty-five (25) or more years of service credit at the end of the 2001-02 school year shall be grandfathered and shall have the option of retiring in the first or second year in which they become eligible to retire through the Michigan Public School Employees Retirement System's Basic or MIP program.

ARTICLE XXII

Duration of Agreement

This Agreement shall be effective as of August 23, 2009, and shall continue in effect until August 22, 2011.

The acceptance and approval of this Master Agreement by the Gogebic-Ontonagon Intermediate Education Association, representing the professional employees of the Gogebic-Ontonagon Intermediate School District, and the Board of Education of the Gogebic-Ontonagon Intermediate School District is attested to by the following signatures, dated this ____ day of _____, 2009.

FOR THE GOGEBIC-ONTONAGON ISD
EDUCATION ASSOCIATION:

FOR THE GOGEBIC-ONTONAGON
ISD BOARD OF EDUCATION:

President

Vice President

Treasurer

Secretary

APPENDIX A

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

2010-2011

Section 1: For the 2010-11 contract year, salary increases shall be tied to the percentage increase for MESSA Choices II for the Western Upper Peninsula school districts in the MESSA 1-100 pool. The wage increase shall be applied to the 2009-2010 salary schedule.

Insurance Increase	Wage Increase
0 – 8.0%	2.000%
8.01 – 9.0%	1.875%
9.01 – 10.0%	1.750%
10.01 – 11.0%	1.625%
11.01 – 12.0%	1.500%
12.01 – 13.0%	1.375%
13.01 – 14.0%	1.250%
14.01 – 15.0%	1.125%

Longevity after 14th year add 6.5% of the employee's schedule track base.

Longevity after 17th year add 7.5% of the employee's schedule track base.

Longevity after 20th year add 8.5% of the employee's schedule track base.

1. Contract Length - 183 days for 2010-11.
2. Insurance - as per agreement - Article XXI.

3. Mileage - as per agreement - Article XVIII, Section 2.

Section 2: In the event the insurance rate increases are greater than 15%, the parties shall share the additional increase, 50/50. The Union shall have the option, if still available, to pay their share by agreeing to pay the existing deductibles and/or increase the deductibles, and/or utilize a higher prescription co-pay.

Section 3: Any employee costs associated with Section 2 above shall be paid using a Section 125 salary reduction plan.

APPENDIX A

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

2009-10

STEP	BA/BS	BA/BS+2 0	MA/MS	MA/MS+20	MA/MS+ 30 / <u>LMSW</u>	SPEC.
<i>Increment></i>	(2,102)	(2,206)	(2,543)	(2,543)	(2,543)	(2,543)
0	\$33,101	\$33,891	\$35,037	\$36,023	\$36,417	\$36,961
1	\$35,203	\$36,097	\$37,580	\$38,566	\$38,960	\$39,504
2	\$37,305	\$38,303	\$40,123	\$41,109	\$41,503	\$42,047
3	\$39,407	\$40,509	\$42,666	\$43,652	\$44,046	\$44,590
4	\$41,509	\$42,715	\$45,209	\$46,195	\$46,589	\$47,133
5	\$43,611	\$44,921	\$47,752	\$48,738	\$49,132	\$49,676
6	\$45,713	\$47,127	\$50,295	\$51,281	\$51,675	\$52,219
7	\$47,815	\$49,333	\$52,838	\$53,824	\$54,218	\$54,762
8	\$49,917	\$51,539	\$55,381	\$56,367	\$56,761	\$57,305
9	\$52,019	\$53,745	\$57,924	\$58,910	\$59,304	\$59,848
10	\$54,121	\$55,951	\$60,467	\$61,453	\$61,847	\$62,391

Longevity after 14th year add 6.5% of the employee's schedule track base.

Longevity after 17th year add 7.5% of the employee's schedule track base.

Longevity after 20th year add 8.5% of the employee's schedule track base.

1. Contract Length - 183 days for 2009-10.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2.

INDIVIDUAL CONTRACT FORM

This agreement made and entered into this ____ day of _____, 20 ____ , by and between the Gogebic-Ontonagon Intermediate Board of Education, first party and _____ second party, in accordance with the Master Agreement between the Gogebic-Ontonagon Intermediate Board of Education and the Gogebic-Ontonagon Intermediate Education Association.

1. First party agrees to employ second party as _____ for the 20 ____ - ____ school year.
2. Second party hereby accepts said employment for said term and represents that he/she is qualified under the laws of the State of Michigan for said employment.
3. Second party agrees to conform to all provisions of law relative to the qualifications for said employment and to perform all of the duties thereof for the first party as required by law during the life of this agreement.
4. Second party hereby agrees to abide by the established policies of the Gogebic-Ontonagon Intermediate Board of Education and to work under the direction of and be responsible to appropriate supervisory personnel and the Gogebic-Ontonagon Intermediate Superintendent of Schools.
5. Salary of the second party during the term of this contract shall be _____, to be paid in ____ equal bi-weekly installments, this is represented as step ____ on the _____ scale of the salary schedule.
6. Special Provisions:

Employee

Board President

Date

Board Secretary

Superintendent, by Board Authorization