

8/22/99

MASTER AGREEMENT

BETWEEN THE

GOGEBIC-ONTONAGON  
INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION

AND THE

GOGEBIC-ONTONAGON  
INTERMEDIATE SCHOOL DISTRICT  
EDUCATION ASSOCIATION

August 23, 1994 - August 22, 1999

*Gogebic-Ontonagon Intermediate School District*

## TABLE OF CONTENTS

ARTICLE I - Agreement.....	1
ARTICLE II - Recognition.....	2
ARTICLE III - Purpose, Intent and Philosophy .....	3
ARTICLE IV - Board Rights .....	4
ARTICLE V - Association and Personnel Rights .....	5
ARTICLE VI - Personnel Policies.....	6
ARTICLE VII - Dues Deduction and Agency Shop .....	7
ARTICLE VIII - Caseloads, Assignments, Working Hours and School Closings.....	9
ARTICLE IX - Evaluation Procedures .....	11
ARTICLE X - Termination's, Vacancies, Promotions and Transfers .....	12
ARTICLE XI - Layoff and Recall Procedures .....	13
ARTICLE XII - Negotiations.....	14
ARTICLE XIII - Experience.....	15
ARTICLE XIV - Child Care Leave.....	16
ARTICLE XV - Sick Leave.....	18
ARTICLE XVI - Emergency Leave.....	19
ARTICLE XVII - Sabbatical Leave .....	20
ARTICLE XVIII - Mileage and Expenses .....	21
ARTICLE XIX - Jury Duty .....	23
ARTICLE XX - Grievance Procedure .....	24
ARTICLE XXI - Compensation.....	26
ARTICLE XXII - Duration of Agreement .....	28
APPENDIX A - Salary Schedule .....	29
APPENDIX B - School Calendar	
APPENDIX C - Individual Contract	
APPENDIX D - Letter(s) of Understanding	

## ARTICLE I

### Agreement

This Master Contract entered into this \_\_\_\_ day of \_\_\_\_\_, 1994, 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 Therapists*

*Teacher Consultants*

*Work Study Coordinator*

*Social Worker*

*Occupational Therapist*

*Guidance Counselor*

*School Psychologist*

*Teacher of Emotionally Impaired*

*Teacher of Preschool Handicapped*

*Student Advocate - Special Needs*

*Teacher of Mentally Impaired*

*Teacher of Hearing Impaired*

*Teacher of Learning Disabled*

*Certified Vocational Education Teachers*

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 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.

## **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 give 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:** 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:** Teachers of the *trainable mentally impaired* and *severely mentally impaired* in Father Daniel Hall-Gogebic Center shall have working hours from 8:00 a.m. to 3:00 p.m., with no duty free lunch period, and pupil contact time will remain at six (6) hours per day.

**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. 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 March 15. A personal meeting will be held within five (5) school days thereafter to review the job performance of the probationary employee.
- 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**

### **Termination's, 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 under Special Education and/or Vocational Education certification requirement for the position in question.*

#### 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.

## **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 (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.

Beginning with bargaining unit members first employed after the initial date of this contract, no employee shall receive longevity step pay until the employee shall accrue said number of years within the employment of 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 days per month of employment cumulative to 180 days for 1994-99. 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

### Emergency Leave

**Section 1:** Emergency days are sick leave days. A maximum of five (5) days leave may be granted to an employee of the Intermediate School District during any one school year for emergencies, two (2) of which might be personal leave days, needing no excuse. Such leave must be applied for through the office of the Superintendent of Schools in a written request, as far in advance of the leave day as is possible. A written report of reason of leave must be filed in the Superintendent's office within one (1) week after the return to duty, except for the two (2) days of personal leave. Granting of emergency leave and personal leave will be at the discretion of the Administration. Emergency days and personal leave days are not cumulative as such. If unused, they revert to sick leave days and are cumulative. In case of illness of family, attending or arranging funerals in the immediate family, etc., application should be made for emergency leave. The immediate family shall be limited to spouse, children, father, mother, brothers, sisters, father and mother of spouse, and grandparents of employee or spouse. Additional emergency leave days may be granted the employee at the discretion of the Superintendent of Schools.

**Section 2:** No more than three (3) employees may be absent on any one (1) day on *personal leave*.

## **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 assignment shall not be reimbursed by the district. Assignments under this agreement include:

Position	Agreement
Speech Therapist	Nearest School Served
Psychologist	Nearest School Served
Diagnostic Personnel	Nearest School Served
Social Worker	Nearest School Served
Vocational Education Teacher	Gogebic Community College
SMI Teacher	Father Daniel Hall
TMI Teacher, Gogebic County	Father Daniel Hall
TMI Teacher, Ontonagon County	Ontonagon Elementary School
Preschool Handicapped Teacher (Gogebic)	Newport School, Ironwood
Preschool Handicapped Teacher (Ontonagon)	Ontonagon Elementary School
Professional Development Coordinator	GOISD Office, Bergland
Gifted/Talented Coordinator	GOISD Office, Bergland
Coordinator of PMDC	GOISD Office, Bergland
Vocational Special Needs Coordinator	GOISD Office, Bergland

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).

D. Employees assigned to the Gogebic-Ontonagon Intermediate School District Office shall measure their mileage from portal to portal and shall be allocated a deduct from their mileage driven while performing job duties. This deduct will be twenty (20) miles per day for 1994-99.

**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 placing of a non-tenure employee on a third year of probation.
- 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) school 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 seven (7) working days the superintendent or his/her delegate shall meet with the grievance committee. Within seven (7) working days after such meeting, the superintendent shall deliver a written disposition of the grievance to the committee.

**Level 4:** Within seven (7) 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 seven (7) 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 will provide MESSA Super Care 1 except as per Section 2, Article XXI, below. The Board will pay the deductible. 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.

The Board will provide SET Ultra Dent 60/80/80 dental insurance and MESSA VSP-3 Plus vision insurance. The Board will provide term life insurance with AD&D for each eligible employee in the amount of \$20,000. The Board shall choose the term life insurance carrier.

**Section 2:** Any teacher within the system who does not choose to be covered by the provided hospitalization plan may apply the dollar (\$) amount of the single subscribers rate for other MESSA options or towards an annuity program.

**Section 3:** The Board agrees to pay the 5% Michigan Retirement costs for each member of the bargaining unit for the duration of this agreement.

**Section 4:** 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 5:** The schedule is based on 182 days in-school year contract calendar as itemized on Appendix B.

**Section 6:** Employees working beyond the 182 days of the calendar for 1994-95, 1995-96, 1996-97, 1997-98, and 1998-99 shall be paid an hourly rate based on a proration of their regular salary for that year.

#### **Section 7: 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.

**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 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. 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 a \$15000 payment spread over three (3) years as follows:

Year 1 .....	\$5,000
Year 2 .....	\$5,000
Year 3 .....	\$5,000

*(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 any insurance 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.

**ARTICLE XXII**

**Duration of Agreement**

This Agreement shall be effective as of August 23, 1994, and shall continue in effect until August 22, 1999.

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 \_\_\_\_\_, 19 \_\_\_\_.

**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**  
**1994-95**

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30
0	22,915	23,461	24,255	24,939	25,211
1	23,886	24,480	25,430	26,114	26,386
2	24,856	25,499	26,603	27,288	27,560
3	25,826	26,517	27,777	28,462	28,734
4	26,798	27,536	28,951	29,636	29,908
5	27,768	28,555	30,125	30,809	31,082
6	28,738	29,573	31,300	31,984	32,255
7	29,708	30,592	32,474	33,158	33,430
8	30,680	31,611	33,647	34,332	34,604
9	31,650	32,629	34,821	35,506	35,778
10	32,620	33,648	35,995	36,680	36,952
11	33,590	34,668	37,170	37,855	38,126
12	34,562	35,686	38,344	39,028	39,301
13	35,532	36,705	39,518	40,202	40,474
14	36,502	37,724	40,691	41,376	41,648
15	37,472	38,742	41,865	42,550	42,822

Longevity after 16th year add 4% of schedule base.

Longevity after 18th year add 5% of schedule base.

Longevity after 20th year add 6% of schedule base.

1. Contract Length - 182 days for 1994-95.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2.
4. Non-degree vocation education teachers shall be reimbursed at the rate of \$15.00 per hour for a minimum of 450 hours for the school year.

**APPENDIX A**  
**GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT**  
**1995-96**

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30
0	23,603	24,165	24,983	25,688	25,968
1	24,602	25,214	26,193	26,897	27,177
2	25,602	26,264	27,401	28,106	28,387
3	26,601	27,313	28,610	29,316	29,596
4	27,601	28,362	29,820	30,525	30,805
5	28,601	29,411	31,029	31,734	32,015
6	29,600	30,461	32,239	32,943	33,223
7	30,600	31,510	33,448	34,152	34,433
8	31,600	32,559	34,656	35,362	35,642
9	32,599	33,608	35,866	36,571	36,851
10	33,599	34,657	37,075	37,781	38,061
11	34,598	35,708	38,285	38,990	39,270
12	35,598	36,757	39,494	40,199	40,480
13	36,598	37,806	40,704	41,408	41,688
14	37,597	38,855	41,912	42,617	42,897
15	38,597	39,905	43,121	43,827	44,107

Longevity after 16th year add 4% of schedule base.

Longevity after 18th year add 5% of schedule base.

Longevity after 20th year add 6% of schedule base.

1. Contract Length - 182 days for 1995-96.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2.
4. Non-degree vocation education teachers shall be reimbursed at the rate of \$15.00 per hour for a minimum of 450 hours for the school year.



**APPENDIX A**  
**GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT**  
**1996-97**

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30
0	24,311	24,890	25,733	26,458	26,747
1	25,340	25,971	26,978	27,704	27,992
2	26,370	27,052	28,223	28,950	29,238
3	27,399	28,132	29,469	30,195	31,484
4	28,429	29,213	30,714	31,441	31,730
5	29,459	30,294	31,960	32,686	32,975
6	30,488	31,374	33,206	33,931	34,220
7	31,518	32,455	34,451	35,177	35,466
8	32,548	33,536	35,696	36,423	36,711
9	33,577	34,616	36,942	37,668	37,957
10	34,607	35,697	38,188	38,914	39,203
11	35,636	36,779	39,433	40,160	40,448
12	36,666	37,860	40,679	41,405	41,694
13	37,696	38,940	41,925	42,650	42,939
14	38,725	40,021	43,169	43,896	44,184
15	39,755	41,102	44,415	45,142	45,430

Longevity after 16th year add 4% of schedule base.

Longevity after 18th year add 5% of schedule base.

Longevity after 20th year add 6% of schedule base.

1. Contract Length - 182 days for 1996-97.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2.
4. Non-degree vocation education teachers shall be reimbursed at the rate of \$15.00 per hour for a minimum of 450 hours for the school year.

**APPENDIX A**  
**GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT**  
**1997-98**

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30
0	24,919	25,512	26,376	27,119	27,416
1	26,050	26,699	27,744	28,487	28,784
2	27,181	27,886	29,112	29,855	30,152
3	28,312	29,073	30,480	31,223	31,520
4	29,443	30,260	31,848	32,591	32,888
5	30,574	31,447	33,216	33,959	34,256
6	31,705	32,634	34,584	35,327	35,624
7	32,836	33,821	35,952	36,695	36,992
8	33,967	35,008	37,320	38,063	38,360
9	35,098	36,195	38,688	39,431	39,728
10	36,229	37,382	40,056	40,779	41,096
11	37,360	38,569	41,424	42,167	42,464
12	38,491	39,756	42,792	43,535	43,832
13	39,622	40,943	44,168	44,903	45,200
14	40,753	42,130	45,528	46,271	46,568

Longevity after 16th year add 5% of the employee's schedule track base.  
 Longevity after 18th year add 6% of the employee's schedule track base.  
 Longevity after 20th year add 7% of the employee's schedule track base.

1. Contract Length - 182 days for 1997-98.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2.
4. Non-degree vocation education teachers shall be reimbursed at the rate of \$15.50 per hour for a minimum of 450 hours for the school year.

**APPENDIX A**  
**GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT**  
**1998-99**

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30
0	25,542	26,150	27,035	27,797	28,101
1	26,790	27,460	28,545	29,307	29,611
2	28,038	28,770	30,055	30,817	31,121
3	29,286	30,080	31,565	32,327	32,631
4	30,534	31,390	33,075	33,837	34,141
5	31,782	32,700	34,585	35,347	35,651
6	33,030	34,010	36,095	36,857	37,161
7	34,278	35,320	37,605	38,367	38,671
8	35,526	36,630	39,115	39,877	40,181
9	36,774	37,940	40,625	41,387	41,691
10	38,022	39,250	42,135	42,897	43,201
11	39,270	40,560	43,645	44,407	44,711
12	40,518	41,870	45,155	45,917	46,221
13	41,766	43,180	46,665	47,427	47,731

Longevity after 16th year add 6% of the employee's schedule track base.

Longevity after 18th year add 7% of the employee's schedule track base.

Longevity after 20th year add 8% of the employee's schedule track base.

1. Contract Length - 182 days for 1998-99.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2.
4. Non-degree vocation education teachers shall be reimbursed at the rate of \$16.00 per hour for a minimum of 450 hours for the school year.

**INDIVIDUAL CONTRACT FORM**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, 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 19 \_\_ - \_\_ 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

**Letter of Agreement  
between the  
Gogebic-Ontonagon Intermediate School District Board of Education  
and the  
Gogebic-Ontonagon ISD Education Association**

The undersigned parties hereby agree as follows:

1. The purpose of the interactive telecommunications is to provide an alternative means of instructional delivery for use by participating districts to attempt to maintain or add to existing curriculum and to provide educational resource to students in a cost-effective, efficient manner.
2. Participating districts shall be limited to sending or receiving class offerings from other public schools. It is expressly understood that private schools and charter schools shall not be eligible to receive programming, nor shall the participating schools receive from a private school or charter school. The parties to this agreement may mutually agree to exceptions to this paragraph.
3. Except as modified below, the staffing, wages, hours and working conditions affecting teachers of telecommunications courses shall be subject to the Master Agreement. Class size for the first year a teacher instructs using the system shall be limited to 25 students. In the years following, class size shall be governed by the master agreement.
4. Assignment to a telecommunications class shall be voluntary on the part of the teacher for the years 1996-2001; if no one volunteers, the least senior qualified and certified teacher may be assigned. Beginning with the 2001-2002 school year, telecommunications assignments will be made according to the master agreement.
5. Hours of instruction shall be scheduled within the regular school day, except that an allowance shall be made on each end to address the time differences in schools in the Eastern and Central time zones. In order to accommodate this requirement an individual teacher may have his/her schedule adjusted, but in no event shall the teacher's work day be expected to exceed the scheduled work day for his/her district.
6. Except for purposes of K-12 instruction for student credit, districts shall not be restricted in the use of the telecommunications system outside of the regular K-12 instructional day or school year.

7. Teachers will be paid an hourly per diem for his/her districts BA base for required training in the use or implementation of the telecommunications system for training outside the regular school day.
8. Teachers volunteering for teleinstructional teaching assignments outside the regular K-12 school day or work year shall be compensated at a per diem of his/her regular salary.
9. A teacher assigned a teleinstructional teaching assignment shall receive a stipend of 2.1% of the BA base per semester during the first year and 1.1% of the BA base per semester thereafter, or will be scheduled so as to limit the number of preps to one less than the previous year.
10. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
11. Rebroadcast for students absent on a given day, remedial instruction, teacher use and for demonstration purposes is permitted.
12. Videotapes of teleinstructional classes are the property of the originating site district and may be jointly copyrighted by the originating site district and teacher.
13. This agreement shall be effective in a district upon ratification by the Board of Education and the recognized bargaining agent.
14. The parties agree it may be necessary to meet to discuss issues not contemplated or addressed in this agreement.

FOR THE GOGEBIC-ONTONAGON ISD  
EDUCATION ASSOCIATION:

FOR THE GOGEBIC-ONTONAGON  
INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION:

\_\_\_\_\_

\_\_\_\_\_

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

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