

6-30-76

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MASTER AGREEMENT

THIS AGREEMENT made and entered into this 14th day of April, 1975, by and between the BOARD OF EDUCATION of the EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT, Rudyard, Michigan, hereinafter referred to as the "Board", and the EASTERN UPPER PENINSULA INTERMEDIATE EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I - PURPOSE AND INTENT

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.

ARTICLE II - SCHOOL BOARD RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, with limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its properties and facilities.

Eastern Upper Peninsula Intermediate School District

*Eastern Upper Peninsula Intermediate School District
P.O. Box 278.
Rudyard, Mich. 49780*

- b. To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- c. To determine the hours of instruction, and the duties, responsibilities, and assignments of staff.

Section 2: The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III - SICK LEAVE

Section 1:

- a. Employees shall earn sick leave at the rate of $1\frac{1}{2}$ days for each full month, or fraction thereof, of employment.
- b. Unused sick leave shall accumulate to a maximum of one-hundred (100) days.

Section 1: (continued)

c. Sick Leave Bank

i-a) Five of each employee's sick leave days will be placed into a sick leave bank for the use of any employee who is sick in excess of his/her accumulated sick leave.

i-b) A regulatory committee composed of one administrator and two staff members will be established to control the use of the sick bank.

d. New employees, who have worked at least five (5) days, shall be allowed to draw up to 8 3/4 days sick leave at the beginning of the year before deductions shall be charged against the salary.

e. Less than full-time employees shall have the sick leave pro-rated in accordance with the time worked in relation to full-time employment.

Section 2: Any certificated employee contracting the usual childhood diseases shall not be charged sick leave time for such absences resulting therefrom.

Section 3: Any employee absent for more than three consecutive days may be required to present a doctor's certificate which certifies that the employee is able to resume assigned duties.

ARTICLE IV - LEAVE OF ABSENCE

Section 1: Disability.

a. An employee who is unable to work because of illness or disability and who has exhausted all sick leave, shall be granted a leave of absence without pay for a period of time, not to exceed one year, which will enable the employee sufficient time to regain the necessary health to permit him to return to work.

Section 1: (continued)

- b. Upon the recommendation of the superintendent, a written request for extended leave beyond one year will be considered by the Board, and, at the discretion of the Board, may be renewed.
- c. This article does not cover injuries covered under Workmen's Compensation Laws.

Section 2: Funeral Leave

- a. Each employee shall be granted up to five days leave for a death in the immediate family.
- b. Immediate family shall be identified as the spouse, child, sibling, or parent and/or guardian of employee or spouse.

Section 3: Personal Business

- a. Employees shall be granted up to three days for personal business.
- b. Except in emergency situations, requests shall be made to the administration at least three days in advance of the leave time.
- c. At the end of each school year, one-half ($\frac{1}{2}$) of any unused personal business days shall be added to the accumulated sick leave days.

ARTICLE V - COURT ACTION

Section 1: Employees called for jury duty shall be paid the difference between their regular salary and any per diem for said jury duty.

Section 2: Any employee subpoenaed to a court appearance in a school-connected matter involving the employee's professional duties shall not suffer any loss of pay while in attendance at the court required hearing or trial.

ARTICLE VI - CONTINUING EDUCATION

Section 1: Reimbursement:

- a. Each employee shall be granted \$25.00 per semester hour, not to exceed eight (8) semester hours a year, for job-related courses taken for credit.
- b. The administration shall determine whether a course is job-related.
- c. This payment shall not become a part of the salary schedule.

ARTICLE VII - HOSPITALIZATION

Section 1: Each full time employee shall receive full coverage for hospitalization-surgical-medical benefits under Blue Cross-Blue Shield Master Medical Program.

Section 2: Any additional premium above the initial full coverage will be deducted from the employees' salary.

Section 3: Only one Carrier will be allowed.

Section 4: Employees will not be double covered.

ARTICLE VIII - GENERAL REDUCTION IN STAFF

Section 1: Should substantial and unforeseen changes in conditions make necessary a general reduction in the number of persons employed by the school district, the Board will use its' best efforts to assist all employees terminated from lack of work to secure employment under terms and conditions as nearly comparable as possible.

ARTICLE IX - EXPERIENCE

Section 1: Certificated employees new to the system may be allowed a maximum of seven (7) years credit for experience in other systems.

Section 2: The Board reserves the right to determine the amount of credit for related experience in other employment that may be allowed to each employee.

Section 3: Certificated employees shall be allowed up to one year credit on the salary schedule for honorable military service.

ARTICLE X - COMPENSATION

Section 1: The salaries of staff covered by this Agreement are set forth in Appendix 'A' and Appendix 'B' which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, subject to the provisions of this Agreement.

Section 2: The salary schedule is based upon a 185 days in-school calendar year.

Section 3: The certificated employee who is contracted beyond the 185 days calendar year shall be compensated at the daily rate of the contracted salary.

ARTICLE XI - PERSONAL CAR USE

Section 1: An employee who is authorized by the Administration to use his/her personal car for business purposes shall be reimbursed at the rate of 14¢ per mile for 1974-75 and 15¢ per mile for 1975-76.

ARTICLE XII - NEGOTIATIONS

Section 1: Negotiations of this Agreement, for the ensuing years, shall be opened by request of the Association at least 120 days before termination of this Agreement.

Section 2: If no such request is received from the Association to open negotiations of this Agreement within the 120 day limit, the Board shall consider this Agreement to be binding for the ensuing year.

ARTICLE XIII - WAIVER CLAUSE

Section 1: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV - DURATION

This Agreement shall become effective as of 1 July 1974 and the terms and provisions thereof shall remain in force and effect through the 30 June 1976.

EASTERN UPPER PENINSUAL INTERMEDIATE
EDUCATION ASSOCIATION

EASTERN UPPER PENINSULA INTERMEDIATE
BOARD OF EDUCATION

By: _____

By: _____

APPENDIX 'A' - 1974-75 SALARY SCHEDULE

I.

STEP	A	B	C	D
1	8,911	9,523	10,135	10,747
2	9,357	10,047	10,743	11,392
3	9,802	10,571	11,351	12,037
4	10,248	11,094	11,959	12,682
5	10,693	11,618	12,567	13,327
6	11,139	12,142	13,176	13,972
7	11,584	12,666	13,784	14,617
8	12,030	13,190	14,392	15,262
9	12,475	13,713	15,000	15,907
10	12,921	14,237	15,608	16,552
11	13,367	14,761	16,216	17,197

- II. 5.0% Increment at the B.A. Base
- 5.5% Increment at the M.A. Base
- 6.0% Increment at the SPEC. Base
- 6.0% Increment at the Ph.D. Base

III. 5% Retirement shall be paid
by the Board

A - Bachelors

B - Masters

C - SPEC. (Psychologists,
School Social
Workers, Others
at Board's Dis-
cretion)

D - Ph.D.

APPENDIX 'B' - 1975-76 SALARY SCHEDULE

I.

STEP	A	B	C	D
1	9,579	10,237	10,895	11,533
2	10,058	10,800	11,521	12,217
3	10,536	11,363	12,148	12,881
4	11,016	11,926	12,774	13,545
5	11,495	12,489	13,401	14,209
6	11,974	13,052	14,027	14,873
7	12,453	13,615	14,654	15,537
8	12,932	14,178	15,280	16,201
9	13,411	14,741	15,907	16,865
10	13,890	15,304	16,533	17,529
11	14,369	15,867	17,160	18,193

- II. 5.00% Increment at the B.A. Base
- 5.50% Increment at the M.A. Base
- 5.75% Increment at the SPEC. Base
- 5.75% Increment at the Ph.D. Base

III. 5% Retirement shall be paid
by the Board.

A - Bachelors

B - Masters

C - SPEC. (Psychologists,
School Social Workers,
Others at Board's
Discretion)

D - Ph.D.