

August 27, 1976

1975-76 CONTRACT

By and Between

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND

GOGEBIC-ONTONAGON INTERMEDIATE EDUCATION ASSOCIATION

Gogebic - Ontonagon
Intermediate School District
Box 278
Benzland, Mich.
49910

DATES: August 28, 1975 - August 27, 1976

RATIFIED: November 10, 1975
November 11, 1975

Gogebic - Ontonagon Intermediate School District

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ARTICLE I

AGREEMENT

This Master Contract entered into this _____ day of _____
19____ 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 of Trainable
- Teacher Consultants
- Work Study Coordinator
- Social Worker
- Occupational Therapist
- Guidance Counselor
- School Psychologist
- *Preschool Consultants

*Providing full certification is met -- present employees must attain by July 1
1978; new certified personnel will be recognized; any replacement will be re-
quired to have full certification.

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

Recognition excludes all aides, clerical staff, accountants, administrative
staff, placement director 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: All actions taken and policies adopted by the Intermediate Board of Education, shall be in the light of what is deemed to be best for the children of Gogebic and Ontonagon Counties.

Section 4: 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 5: 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.

Section 6: Negotiated articles as accepted by both parties shall become a part of Board policy and are binding upon both parties for the duration of the Master Agreement.

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 operation, 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 relocations 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 provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.

Section 11: Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

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: Employees shall be entitled to full rights of citizenship as defined by law.

Section 5: 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 6: 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 7: Any case of assault upon an employee while performing their duties, shall be promptly reported to the Board or its designated representative.

Section 8: 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 a full day's orientation immediately upon assuming their responsibilities. The following department heads shall spend sufficient time with each newly appointed employee to acquaint them with the operation of their department:

- A. Special Education
- B. Vocational Education
- C. General Administration

It shall be the responsibility of the employee's department head to make arrangements for the orientation. Upon completion of the orientation, employees should have filled in all necessary personnel forms, have been advised as to employee benefits and responsibilities and Board of Education policies, and been given a current copy of the professional policy manual and such other information as they may need or request.

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. Whenever a professional employee has completed a probationary period in another school district he shall be asked to serve a probationary period of not more than one school year in this school district.

Section 4: All employees shall be retired at the age of 65 years. Provided that if such age for retirement occurs any time during the school year, beginning July 1, the employee may complete that school year only in which the age of retirement is reached.

Section 5: Upon the recommendation of a majority of the members of this Board of Education, any employee may be required to submit to a physical or mental examina-

tion at Board of Education expenses. The Board of Education shall prepare a list of five (5) qualified examiners from which the employee may choose.

Section 6: All evidence to be used in professional employee evaluation shall be in written form. Copies of this CONFIDENTIAL completed evaluation shall be placed on file in this Intermediate Office and signed copy given to the professional employee - see page 12 for evaluation procedure.

Resignations

Section 1: The procedures under the Michigan Tenure Act binds the Board to give adequate notice to faculty members before their appointments are terminated. To protect the Board in its efforts to find satisfactory replacements, it is expected that faculty members planning to resign will submit such resignations by May 15th or 30 days after the receipt of the Board's letter of appointment, whichever is later.

Section 2: Dismissal procedures:

- A. Employees recommended for dismissal will be informed in writing by registered mail by the Board at least sixty (60) days prior to school closing.
- B. The employee being dismissed will have the right to a hearing before the Board.
- C. All procedures specified in the Michigan Tenure Act will be adhered to.
- D. Resignations during the school year must be applied for at least sixty (60) days prior to their projected effective date.

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

Section 1: Any employee who is a member of the Association, or who has applied for membership and desires dues deduction from payroll shall sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association which shall amount to the equivalent of the dues required for Association membership. Pursuant to such authorization, the Board shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.

Section 2: Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay a Service Fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Gogebic-Ontonagon Intermediate Education Association; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in the preceding section. In the event that an employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment.

The procedure in all cases of discharge for violation of this article shall be

as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
2. If the employee fails to comply, the Association may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

Section 3: Save Harmless

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. the Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. That the contract provisions covering dismissal as specified in this agreement relative to the Board's responsibilities have been adhered to.
2. The Association has the right to choose the legal counsel to defend any said suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

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 school assigned employee serves.

Section 2: Trainable school hours are 8:00 a.m. to 3:00 p.m., class hours are 8:30 a.m. to 2:30 p.m. and pupil contact time will remain at six hours per day.

Section 3: A normal work day shall be 8 hours in duration, with one hour duty free lunch period. The normal work week shall consist of 40 hours, Monday through Friday.

Section 4: If working in the Intermediate School District Office, the normal hours shall be from 8:30 a.m. to 4:30 p.m., Eastern Time. Adjustments can be made in the above hours in starting and ending times but the total hours per day shall not exceed 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 such a specific announcement---
 - A. If assigned school is open, report as usual.
 - B. If assigned school is closed, employee is to remain at home.
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.
5. After three Act of God days, the employees shall be required to make up each additional loss day at Board option.

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 fifteen (15) 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: Three (3) copies of the written evaluation shall be submitted to the employee, one to be signed and returned to the administration and the other two (2) to be retained by the employee. In the event that the employee feels that his evaluation was incomplete or unjust, he may put his objections 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 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, if he or she fails to comply with the provisions of this contract. Each employee will be given ample opportunity, through the grievance procedure, to present their case. At the discretion of the board, progressive discipline may be applied.

Section 2:

A. Regular employees shall be notified sixty (60) days prior to the end of the regular school 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 terminations, non-renewals, etc., need not be notified 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 15 days. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been posted. During summer months, employees will be mailed the posting to their last known address. 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. Lay-off's 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 purposes of this article "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated employee within the school district.
- 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

- A. 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:

- A. 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: The parties recognize the valuable assistance to be gained from effective communication between the Association, the Board, and the administration. Accordingly, 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. Matters of common concern may be subject to negotiation during the period of this agreement upon the request and mutual agreement of both parties.

ARTICLE XIII

EXPERIENCE

Section 1: Experienced employees coming into the district, shall be given the first five full years credit, plus 1/2 of the full years of service between five and fourteen years. Experience less than a full year (fractional year) shall not be included in calculating the experience factor.

ARTICLE XIV

MATERNITY LEAVE

Section 1: Maternity leave without pay is available to female employees. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.

Section 2: In order to provide for continuity within the classroom between pupil and employee, the employee shall notify the Superintendent's office in writing at least five (5) months 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, the employee shall submit a written request for maternity leave to the Board of Education. The request shall specify the beginning date of the leave, be accompanied by her physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of the leave, which shall be supplemented monthly up to the seventh (7) month and bi-weekly thereafter. As nearly as possible, the beginning date of the leave of absence should 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 maternity leave, the employee shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence. The Board's decision shall be final and shall not be subject to the grievance procedure.
- B. Once the beginning date has been approved by the Board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.

Section 4: The employee shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment, and provides a written statement that care for the child will cause minimal

interference with the job responsibilities. The employee may request a prospective termination date of the leave of absence at the time of request for the leave.

Section 5: Reemployment will commence upon the date set by the Board 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 reemployment. Extension of the leave shall be at 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 maternity leave on the basis of each individual case.

Section 7: Failure to return from maternity 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: Failure to apply for maternity leave as hereinabove specified shall result in termination of employment when the employee can no longer perform her duties.

Section 9: Maternity leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from maternity leave, the employee shall be restored to her same position on the salary schedule as when she left and be entitled to other accrued benefits prior to said leave.

Section 10: 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 at least five (5) months 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 school board.
- D. To receive sick leave payments the employee 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 90 days lifetime. Days of sick leave are individual accumulations and are not exchangeable between or among employees. Six days of the first year's sick leave may be advanced to a new employee during the first semester. The Board of Education, after 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, or may be used to attend or arrange funerals in immediate family. The immediate family shall be limited to spouse, children, father, mother, brothers, sisters and the father, mother of the spouse. 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: Workmen's Compensation Clause

The Board agrees to pay the difference between Workmen'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 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 13 pay periods differential income if the employee is still unable to work and is still on compensation at the start of the new year.

Section 3: Terminal Sick Leave

The district would pay the employee's beneficiary, in the event of death, or to the employee upon retirement at the minimum age of 55, \$10.00 per day for each day of unused sick leave the employee has accrued while in the employment of the District.

ARTICLE XVI

EMERGENCY LEAVE

Section 1: Emergency days are sick leave days. A maximum number of four days leave may be granted to an employee of the Intermediate School District during any one school year for emergencies, one of which might be a personal leave day, 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 for leave must be filed in the Superintendent's office within one week after the return to duty, except one day 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, etc, application should be made for emergency 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 year.

Section 2: Sabbatical leave shall 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 for 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 their shall be no accrual of any benefits, including seniority.

ARTICLE XVIII

MILEAGE AND EXPENSES

Section 1: Assigned Employees

Regularly assigned employees who choose residency after their assignment has been made shall not be reimbursed for mileage accumulated between the residence and the assigned work station.

When an assignment has been made after the employee residence has been established, the mileage between home and work shall be paid for.

Section 2: Itinerant Employees

Itinerant employees shall maintain a portal to portal monthly mileage log from which the accounting office shall deduct 15% for home to work station costs.

Section 3: Mileage shall be computed at 15¢ per mile.

Section 4: Employees assigned leased or purchased automobiles shall be required to reimburse the district \$23.25 per month for use of the automobile for each month employed or a prorated portion thereof.

Section 5: The Board may assign district vehicles as they see fit to employees rather than pay expenses. Assignment and policies governing usage of said district vehicles remains the prerogative of the Board.

Section 6: Board and room expenses will be reimbursed employees for out of district travel providing the travel is approved in advance. Daily allowances will be as follows: \$20.00 per day for room, \$11.00 per day for meals in the Upper Peninsula and \$15.00 out of the Upper Peninsula. 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 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. Teacher 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.

Section 3: Grievance Procedure

Level 1. 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 Step 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 ten working days of the occurrence or awareness giving rise to the specific grievance, and so delivered to the immediate supervisor. Within five 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 findings of the Board are not satisfactory with the grievance committee, the committee may within seven (7) working days following the Board findings request in writing to the superintendent that the grievance be submitted to arbitration.

The arbitration panel shall consist of one arbitrator chosen by the Board, one arbitrator chosen by the Association and the third arbitrator shall be selected by the first and second arbitrators in the following manner: The parties shall compile a list of attorneys in the Gogebic-Ontonagon Intermediate School District

who are willing to serve in such a capacity; the representative of the Board shall strike the first name; the representative of the Association shall strike the second name and the two arbitrators shall thereafter strike alternately until there remains but one name on the list. That one name remaining shall be the third arbitrator. Costs shall be shared equally by the Association and Board. The arbitrators shall have no power to alter, modify, add to or subtract from the provisions of this agreement. Their authority shall be limited to deciding whether a specific article or section of this agreement has been violated, and shall be subject, in all cases, to the rights, responsibilities, and authority of the parties under the Michigan General School laws or any other national, state, county, district or local laws. The arbitrators shall not usurp the functions of the Board or the proper exercise of its judgement and discretion under law and this agreement. The decision of the arbitrators if within the scope of their authority as above set forth, shall be final and binding on all parties.

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, without cost to the employee, MESSA's Super Med 2 protection for a full twelve month period for the employee's entire family.

Section 2: In cases of duplicity health insurance policies, in which an employee is covered under another policy, the Board shall not be required to provide the employee with MESSA coverage.

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 188 days in-school year contract calendar as itemized on Appendix "B".

Section 6: Employees working beyond the 188 days per year shall be paid an hourly rate of \$6.50 per hour, \$45.50 per day for each day worked in excess of 188 (based on 7 hour per day).

Section 7: Education Increments

An additional increment of \$20.00 per semester hour of credit earned will be gained if such hours are towards an advanced degree or have been earned in the field of the employee's major preparation. 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.

ARTICLE XXII

DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF August 28 1975
AND SHALL CONTINUE IN EFFECT UNTIL August 27, 1976.

THE ACCEPTANCE AND APPROVAL OF THIS MASTER AGREEMENT BY THE GOGEBIC-ONTONAGON INTERMEDIATE EDUCATION ASSOCIATION, REPRESENTING THE PROFESSIONAL EMPLOYEES OF THE GOGEBIC-ONTONAGON INTERMEDIATE DISTRICT, AND THE BOARD OF EDUCATION OF THE GOGEBIC-ONTONAGON INTERMEDIATE DISTRICT IS ATTESTED TO BY THE FOLLOWING SIGNATURES.

DATED THIS 11th DAY OF November 1975.

PROFESSIONAL EMPLOYEES NEGOTIATING
COMMITTEE

BOARD OF EDUCATION

President

Vice-President

Treasurer

Secretary

APPENDIX A
1975-1976
SALARY SCHEDULE

Base Starting	<u>B/S-B/A</u>	<u>M/A-M/S</u>
Years Experience	\$ 9,150	\$ 9,650
1	9,570	10,090
2	9,990	10,530
3	10,410	10,970
4	10,830	11,410
5	11,250	11,850
6	11,670	12,290
7	12,090	12,730
8	12,510	13,170
9	12,930	13,610
10	13,350	14,050
11	13,770	14,490

B/S increments \$420.00

M/A increments \$440.00

Contract Length - 188 days

Benefits

1. Super Med II
2. 5% Retirement
3. \$6.50/hour for days in excess of 188

SCHOOL CALENDAR
188 DAYS

APPENDIX "B"

August	-	28 - 29	2 days
September	-	2 - 5 8 - 12 15 - 19 22 - 26 29 - 30	21 days
October	-	1 - 3 6 - 10 13 - 17 20 - 24 27 - 31	23 days
November	-	3 - 7 10 - 14 17 - 21 24 - 26	
(Thanksgiving Vacation		27 - 28)	18 days
December	-	1 - 5 8 - 12 15 - 19	
(Christmas Vacation		22 - 2 January)	15 days
January	-	5 - 9 12 - 16 19 - 23 26 - 30	20 days
February	-	2 - 6 9 - 13 16 - 20 23 - 27	20 days
March	-	1 - 5 8 - 12 15 - 19 22 - 26 29 - 31	23 days
April	-	1 - 2 5 - 9 12 - 15	
(Easter Vacation		16 - 19) 20 - 23 26 - 30	20 days
May	-	3 - 7 10 - 14 17 - 21 24 - 28	
(Memorial Day		31)	20 days
June	-	1 - 4 7 - 8	<u>6 days</u>

188 days

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

BOARD SECRETARY

SUPERINTENDENT, BY BOARD AUTHORIZATION