

**EASTERN UPPER PENINSULA  
INTERMEDIATE SCHOOL DISTRICT  
MASTER AGREEMENT**

***July 1, 2010 - June 30, 2015***

*between*

**THE EASTERN UPPER PENINSULA INTERMEDIATE  
BOARD OF EDUCATION**

*and*

**THE EASTERN UPPER PENINSULA INTERMEDIATE  
EDUCATION ASSOCIATION**

***A CHAPTER OF MICHIGAN EDUCATION ASSOCIATION***

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## **ARTICLE I - RECOGNITION**

The Eastern Upper Peninsula Intermediate School District Board of Education, hereinafter referred to as the Board, recognizes the Eastern Upper Peninsula Intermediate Education Association, a chapter of MEA, as the exclusive bargaining agent for all regular certificated personnel and/or personnel approved by the Michigan Department of Education, who perform services during a scheduled calendar year for the Eastern Upper Peninsula Intermediate School District, hereinafter referred to in this master agreement as "employees".

Exceptions are the Superintendent, Assistants to the Superintendent, Curriculum Coordinator(s), Compliance Coordinator, Staff Supervisor(s), Special Projects Facilitator, and REMC Director.

The Board may, at its discretion, re-employ retired former employees of the EUPISD on a part-time basis. They will continue to be Association members. If any such re-employment is a continuation of the same duties held prior to retirement, then no posting for such an employment is necessary. Any employment of retired former EUPISD employees will follow all other conditions of this collective bargaining agreement, except that these part-time re-employed staff will be allowed only salary. Employment will be on an at-will basis without accrual of seniority, meaning that the Board and/or the employee may end the part-time employment agreement at any time. This provision is intended to apply to positions of Occupational Therapy, Physical Therapy, and Speech-Language Therapy and that such employees would not be employed more than 1/3 time.

## **ARTICLE II - ENTIRE AGREEMENT, WAIVER CLAUSE, SEVERABILITY**

Section 1: This master agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon, the Board and the Association. The Board shall deal with all matters not expressly covered by this agreement through the exercise of its management rights without prior negotiations during the life 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, and shall be subject to renegotiations, but all other provisions or applications shall continue in full force and effect.

### ARTICLE III - MANAGEMENT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education, on behalf of the District, as stated in Board of Education Policies, Board of Education Minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. 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 are manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited, but only as specifically limited by expressed provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively 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:

- A. Manage and control the District's business, the equipment, the operations, and to direct the work force and affairs of the Employer.
- B. Continue its rights and past practices of assignment and direction of work of all its personnel, determine the number of shifts and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- C. Direct the work force, including the right to hire, promote, discipline, suspend and discharge, transfer, assign work, determine the size of the work force, and to lay off employees.
- D. 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 process of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt rules and regulations.
- F. Determine the qualifications of employees including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocation of new programs, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. 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.
- K. Determine the policy affecting the selection of employees, providing such selection shall be based upon lawful criteria.

#### **ARTICLE IV - ASSOCIATION SECURITY, AGENCY SHOP, SAVE HARMLESS**

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Association at that time, shall be required as a condition of continued employment to continue membership in good standing in the Association.
- B. Employees covered by this Agreement who are non-members of the Association at the time it becomes effective shall be required to become members of the Association or to pay a representation fee to MEA to be assessed periodically in an amount or amounts representing an employee's fair share of the cost of the service provided by the Association in collective bargaining and the administration of the Agreement; but in no event shall a service fee be required in an amount exceeding regular dues charged to members of the Association. Such obligation shall commence 30 days after the effective date of this Agreement and shall continue throughout the term of this Agreement.
- C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement who are covered by the Agreement shall be required as a condition of continual employment to become members of the Association or pay a fee to MEA as set out in paragraph B above, and such obligation shall commence thirty (30) days after the effective date of this Agreement and shall continue throughout the term of this Agreement.
- D. If the Employer discharges an employee pursuant to this Article or discharges an employee pursuant to the request of the Association under this Article, the Association agrees to indemnify and hold harmless the Employer from any and all damages and judgments which may result from such action. Such indemnification shall include any and all costs and expenses of litigation, including reasonable attorney's fees.
- E. The Association shall notify the employer, in writing, of the non-member monthly fee to be paid to MEA and document that the amount is correct with proper validation from the auditors responsible. Both parties agree that due to recent court determination, the rate may not be available until mid-year and the rate change will be effective thirty (30) days following the Association's notification to non-members of the fee for that given year.

- F. The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues.
- G. If the Association chooses to look at alternatives to MEA, it should notify the Superintendent and if such alternative is mutually agreed to, it shall be implemented.

## **ARTICLE V - CONTINUITY OF OPERATION**

Section 1: Both parties recognize the benefit of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties have agreed to a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruption for the duration of this Agreement. The Association and each of its members agree that it will not directly engage in, or assist in, any strike as defined by Section I of the Public Employment Relations Act.

Section 2: When Michigan law allows the public sector the right to strike, this Article will be null and void.

## **ARTICLE VI - SPECIAL CONFERENCES**

Special conferences for important matters that cannot be resolved through a meeting with the immediate supervisor will be arranged between the Association and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the Association and two (2) representatives of Management (to include initially involved parties). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference will be presented at the time the conference is requested. Matters taken up in the special conference will be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and place and arranged for as rapidly as possible.

If, at the special conference, the problem still is not satisfactorily resolved, either party may request additional special conferences.

At the Service Centers, the Management team will include a Central Office administrator.

## **ARTICLE VII - POSTING AND BIDDING**

- Section 1: Requests by an employee for transfer to a different position or classification shall be made in writing to the immediate supervisor.
- Section 2: The Board declares its support of a policy of filling vacancies or new positions within its own staff. 185-day employees of the Intermediate School District shall be considered first for summer employment to fill temporary vacancies.
- Section 3: Notices of vacancies or new positions shall be posted in a prominent place for a period of no less than ten (10) work days at the Intermediate School District Central Office, and the Service Centers.
- Section 4: During the summer months when regular school is not in session, the Employer will post in the personnel office all vacancies as above described and shall also forward at the same time copies of said vacancies to the Association President. Positions so posted shall remain posted at least ten (10) calendar days.

## **ARTICLE VIII - EXPERIENCE**

- Section 1: Certificated employees new to the system may be allowed up to 9 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 IX - COMPENSATION**

- Section 1: The salaries of staff covered by this Agreement are set forth in Appendices "A" through "E" attached. Such salary schedules shall remain in effect during the term of the Agreement, subject to the provisions of this Agreement.
- Section 2: The salary schedules are based on a 185-day school year calendar.
- Section 3: Certificated employees contracted beyond the 185-day calendar year shall be compensated at the daily rate of the contracted salary.

## **ARTICLE X - PAYROLL DEDUCTIONS**

Payroll deductions, based on signed authorization cards, will be provided for the following purpose: Required Taxes, Credit Association, Annuities, Association Dues, United Fund, and Optional Insurance.

## **ARTICLE XI - CONTINUING EDUCATION**

### Section 1: Reimbursement

- A. Each employee shall be granted up to \$200.00 per semester hour, not to exceed nine (9) semester hours per year, for courses related to employee's current job description and completed for credit, after "Permanent", "Continuing", "Professional", or "Vocational" certification requirements have been completed. All courses must be begun and completed during employment by the district.
- B. The administration shall provide a determination of job-relatedness in a pre-approval application.
- C. This payment shall not become a part of the salary schedule.

## **ARTICLE XII - LEAVES OF ABSENCE**

### Section 1: Sick Leave

- A. Persons contracted to work 185 days shall be granted twelve (12) days per year sick leave. Sick leave shall be earned at a rate of .065 per day worked ( $.065 \times 185 = 12.025$ ). Employees working more or less than 185 days shall have sick leave prorated at .065 per day worked.
- B. Sick leave shall be used for personal illness or illness of any other person living and making his/her home in the employee's household.
- C. Twelve (12) days per year of an employee's sick leave may be used for the illness of his/her child or parent not living in the employee's household.
- D. Three (3) days per year of an employee's sick leave may be used for the illness of his/her sibling, grandchild, or grandparent not living in the employee's household.
- E. In the event of absence of an employee due to illness, in excess of five (5) working days, the board may require the member to present a physician's verification of illness.
- F. Unused sick leave shall accumulate to a maximum of one hundred (100) days.



G. Sick Leave Bank

1. The maximum number of days in the sick bank shall be 150. At the beginning of each school year (or if the bank has less than twenty (20) days), the number of days remaining shall be subtracted from 150. The difference will be prorated among the staff in whole days so that the bank will be returned to near 150 days.
  2. A regulatory committee of two administrators and two employees will be established to control the use of the sick bank.
  3. Employees that borrow from the sick bank shall replace the borrowed days at the rate of three days per year deducted from their annually allowable days at the beginning of the fiscal year.
  4. Upon retirement, employees may grant their sick days accumulated above 75 days to the sick bank.
  5. Employees may access the sick bank a maximum of 100 days in any 10 year period.
  6. In no case may employees access the sick bank for more days than required, when combined with available individually accumulated sick leave, to qualify for disability income benefits contained in this agreement.
  7. Employees covered under this Agreement shall make application for use of sick bank in written form to the regulatory committee.
  8. All requests for use of days from the sick leave bank are subject to the approval of the committee.
- H. New employees who have worked at least five (5) days shall be allowed to draw their earned sick leave (minus sick bank contributions) at the beginning of the year before deductions shall be charged against the salary.
- I. Less than full time employees shall earn sick leave prorated to the time worked in comparison to full time employment.
- J. Any certificated employee contracting the usual childhood diseases (to include Staphylococcus and Hepatitis) shall not be charged sick leave time for absences resulting therefrom.
- K. Any employee absent for more than three consecutive days may be required to present a doctor's certificate which states that the employee is able to resume assigned duties.

## Section 2: Personal Business Leave

- A. Persons contracted to work 185 days shall be granted three (3) days per year personal business leave. Personal business leave shall be earned at a rate of .0165 per day worked ( $.0165 \times 185 = 3.052$ ). Employees working more or less than 185 days shall have personal business leave prorated at .0165 per day worked.
- B. Employees may accrue up to two times their annually earned personal business days. Days beyond the maximum accrual shall be applied to accumulated sick leave days.
- C. Personal business days shall be requested in writing to the administration at least three (3) days prior to leaving, except in case of emergency. The days must be used for business that cannot be conducted after school or on Saturday.
- D. All unused earned personal business days shall be applied to accumulated sick leave days.

## Section 3: Funeral Leave

- A. Each employee shall be granted up to three (3) days leave per incident to attend a funeral/memorial service and/or make funeral/memorial arrangements of an immediate family member or of a person having lived in the employee's household for one calendar year or more before death.
- B. Immediate family shall be defined as: spouse, child, sibling, grandparent, grandchild, parent, father-in-law, mother-in-law, grandparent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and any other relative or non-relative living and making his/her home in the employee's household. One day shall be available to the primary service provider for the death of a student.
- C. Additional days and/or expansion of the definition of the immediate family may be granted by the superintendent on a case by case basis. These additional days will be deducted from an employee's accumulated sick or personal days.

## Section 4: Conference Leave

- A. Each employee may apply for up to three days per school year to attend conferences approved by the administration.
- B. Conference expenses shall be paid per the approved request

## Section 5: Education Leave

- A. A maximum of sixteen (16) weeks may be taken.

- B. A request must be made at least ninety (90) days in advance of anticipated educational leave.
- C. The approval of the administration is required.
- D. All approvals are contingent upon available substitutes.
- E. No salary will be paid during educational leave, unless requested by the Board to take such leave.
- F. While on approved leave, paid fringe benefits shall continue.
- G. Other benefits will be frozen as of leave date.
- H. Seniority continues.

#### Section 6: Sabbatical Leave

- A. After an employee has been employed at least seven (7) consecutive years by the Board, and at the end of each additional period of seven (7) or more consecutive years of employment, the Board may grant the employee sabbatical leave for professional improvement for not to exceed two (2) semesters at one time. During the sabbatical leave, the employee shall be considered to be in the employ of the Board, shall have a contract, and may be paid compensation as provided in the regulations of the Board. The Board shall not be liable for death or injuries sustained by the employee while on sabbatical leave
- B. An employee shall be allowed credit toward retirement for time spent on sabbatical leave under regulations established by the Michigan Public School Employee's Retirement Board.
- C. Upon return from sabbatical leave, an employee shall be returned to the former position held, or if unavailable, to a comparable position for which the person is qualified and certified.
- D. Fringe benefits may be continued at the expense of the employee.

#### Section 7: Unpaid Leave

- A. Any contracted employee of 185 or more days may be granted an unpaid leave of absence of up to three (3) days per school year.
- B. Any contracted employee of 230 or more days may be granted an unpaid leave of absence of up to five (5) days per school year.
- C. Seniority will not be affected by this leave.
- D. Fringe benefits shall be paid by the Board for approved leave during this time.

## Section 8: Disability Leave

- 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/her to return to work.
- 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. Upon return to work, the employee shall be returned to the former position held, or if unavailable, to a comparable assignment for which the person is qualified and certified.
- D. This Article does not cover injuries covered under Worker's Compensation Law.
- E. Seniority will be frozen while on leave.
- F. Paid fringes are available, to the limits of the carrier, providing the employee pays the monthly cost in advance.
- G. The employer shall be held harmless for any financial obligations arising from untimely requests or procedures.

## Section 9: National Guard Leave

Employees who are members of the National Guard shall receive two weeks unpaid leave per year upon presentation of their orders. Additional leave may be granted in cases of declared emergency. Fringe benefits shall not be terminated during annual two-week unpaid leave. Fringe benefits during extended emergency leave will be paid for by the employee.

Orders for annual leave must be presented at least two work weeks prior to commencement of leave.

## Section 10: Child Care Leave

- A. An unpaid leave of absence, up to one year, may be granted to any employee for the purpose of child care. The object of the leave could be (1) prenatal, (2) newborn infant, (3) newly adopted child, or 4) a child suffering from crippling, terminal, or serious accident or illness. Said leave shall commence upon request from the employee and approval of the Board.
- B. Granting of such leave will in no way interrupt seniority. Upon return to work, the employee will be returned to the former position held, or if unavailable, to a comparable position for which the person is qualified and certified.
- C. The leave may be extended the following year with approval of the Board of Education.

- D. Board payment of fringe benefits will cease during unpaid child care leave.
- E. Seniority will not be affected by this leave.

Section 11: Association Business

The Association may use three (3) days, two (2) paid days and one (1) unpaid, for Association officers or elected delegates of the local Association, to attend MEA State or Regional designated training sessions. Requests are to be made three days in advance for administrative approval.

**ARTICLE XIII - COURT ACTION**

Section 1: Any employee called for jury duty shall be paid his/her full salary with no days deducted from any leaves, provided the employee reimburses the Board any per diem rate 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.

Section 3: Employees subpoenaed to court for non-work related cases may use earned personal business time for court appearances or suffer loss of pay.

**ARTICLE XIV - PHYSICAL PLANT CONDITIONS**

When a school is closed due to inclement weather, the employees assigned to that school, for that day, shall not be required to report.

**ARTICLE XV - WORK BASE**

Section 1: On or before July 15 each year, each employee shall receive written notification of his/her work base(s) assignment.

Section 2: When a reassignment during the school year results in a work base change, the Board will reimburse the employee (at the approved mileage rate) for the additional miles driven by the employee for the remainder of the year, or pay up to \$500 in moving expenses.

**ARTICLE XVI - LAYOFF AND RECALL**

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

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a senior 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 senior 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 purposes of this article "seniority" is defined to mean the amount of time an individual has been continuously employed as a certificated employee within the School District. The seniority list shall be published and posted conspicuously in all buildings of the district by the second Friday in October of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association Chairperson.
- C. Seniority shall continue to accumulate when bargaining unit members are on contractually approved sabbatical, National Guard, education, child care, job related disability, or association leave.
- D. The bargaining unit member shall receive written notice 20 days prior to effective date of layoff.
- E. A senior employee who is laid off pursuant to this article has the right to be placed in a position for which he/she is certified and qualified, and which is occupied by an employee with less seniority. For the purpose of this article "qualified" shall be defined in the following manner:
  - 1. A minimum of one (1) year's satisfactory experience in the specific job classification to which he/she is attempting to be assigned within the past five (5) years.
- F. All seniority is lost when employment is terminated by resignation, retirement, or discharge for just cause; employees whose services have been terminated because of a necessary reduction in personnel must be appointed to the first vacancy for which the employee is certified and qualified for a period of three years after the effective date of the termination of the employee's services.

## Section 2: Recall Procedure

- A. Recall of senior employees 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, for the specific job classification to which he/she is being assigned.

- B. A senior employee recalled to a position for which he/she was certified, at the time of layoff, shall be credited with accumulated seniority at time of recall.

### Section 3: Individual Contract

The individual contract, executed between each employee and the Employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

## **ARTICLE XVII - EVALUATION OF EMPLOYEES**

Section 1: The evaluation of the performance of each employee in the School District is the responsibility of the administration. In such evaluations, all monitoring or observations of employees shall be conducted openly. The Board and Employees agree to establish a committee to meet monthly beginning in September of 2010 to study the requirements and implementation of recently enacted legislation requiring annual professional staff evaluations that included student achievement data and the provision of the legislation that requires all agreements to address merit pay. This committee shall be equally represented by the Board and Employees and shall conclude its study and recommendation for inclusion in this agreement no later than June 30, 2011.

Section 2: Evaluations shall only be conducted by a qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on at least fifteen (15) accumulated minutes of classroom observation or related format observation.

Section 3: Evaluation criteria shall be based on job descriptions which shall be provided to all employees at the beginning of the year or at change of assignment.

Section 4: 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) work days thereafter to review the job performance of the probationary employee.
- B. Non-probationary employees shall be evaluated, in writing, at least once each year. A personal meeting will be held with each tenure employee within fifteen (15) work days thereafter to review his/her job performance.

C. Positive and/or negative aspects of the employee's performance shall be noted.

Section 5: Two (2) copies of the written evaluation shall be submitted to the employee, one to be signed and returned to the administration, and the other one to be retained by the employee. In the event that the employee feels the evaluation was incomplete or unjust, he/she may put objections in writing, and have them attached to the evaluation report to be placed in the personnel file.

Section 6: Each employee shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

### **ARTICLE XVIII - WORK HOURS**

Section 1: On any regular school day, classroom staff will be available for student contact commensurate with the instructional hours required by the State School Aid Act. The regular school year work schedule will be 6.5 hours a day, plus a lunch break, 8:00 - 3:15, with schedule adjustments implemented as necessary with consultation with the impacted employee and not to exceed 1,202.5 hours (equivalent of 185-day contract).

Section 2: Non-classroom personnel shall work 6.5 hours daily, plus a lunch break, with schedule adjustments implemented as necessary to account for work site assignments, by mutual agreement of the employee and the board, or its designee.

Section 3: All personnel shall participate in District inservice programs, by discipline or by total staff, as authorized by the administration.

Section 4: All personnel shall work 185 days according to their Work Base calendar and agree to work any scheduled makeup days to insure the minimum number of days and hours of instruction required by the State School Aid Act.

Section 5: If additional hours/days of instruction are required to meet the number of hours of pupil instruction of the State of Michigan School Code during the duration of this contract, the administration shall meet with the Association to develop a revised schedule, the required number of days shall be added to the end of the school year.



## ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1: Definition - A grievance shall be defined as an alleged violation of the expressed terms and conditions of this agreement.

Section 2: Procedures

- A. If the grievant misses a step of the process, the grievance will be dropped.
- B. If the Employer misses a step of the process, the grievance moves to the next step.
- C. "Days" refers to scheduled work days.
- D. Notwithstanding the expiration of this Agreement, any grievance in process may be continued through the grievance procedure.

### **STEP I Immediate Supervisor**

- A. Within three (3) days of the alleged violation, the employee must request a meeting with the employee's immediate supervisor. (Refer to Form G-1).
- B. The immediate supervisor shall establish a meeting date with the employee and an Association representative (grievant's choice) within three (3) days of the written request.
- C. The immediate supervisor shall submit a written decision to the grievant within three (3) days of the meeting.
- D. Within three (3) days of the written decision by the immediate supervisor, the grievant may appeal, in writing, to the Superintendent.

### **STEP II Superintendent**

- A. The Superintendent must establish a meeting date with the grievant and an Association representative within three (3) days of receiving the appeal.
- B. The Superintendent shall submit a written decision to the grievant and the Association representative within five (5) days of the meeting.
- C. Within three (3) days of the written decision, the grievant may appeal, in writing, to convene a special conference. (Step III)

### **STEP III Special Conferences**

- A. Special conferences for important matters that cannot be resolved through a meeting with the immediate supervisor will be arranged between the Association and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the Association and two (2) representatives of Management (to include initially involved parties). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference will be presented at the time the conference is requested. Matters taken up in the special conference will be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and place arranged for as rapidly as possible, but not later than ten (10) days after the appeal.

If, at the special conference, the problem is still not satisfactorily resolved, either party may request additional special conference.

At the Service Center, the Management Team will include a Central Office Administrator.

- B. If the matters of concern cannot be resolved within the structure of this Article (Step III.A), a committee comprised of three (3) members of the Board of Education, the Association President, three (3) members at large of the Association and the Superintendent shall meet within ten (10) days to discuss concerns of either party.
- C. If the special conference does not resolve the grievance, the grievant within five (5) days may appeal, in writing, to the Board for a hearing (Step IV).

### **STEP IV The Board**

- A. Individual grievants shall not have the right to process a grievance at Level Four.
- B. Within twenty (20) days of receipt of the written request, the Board shall meet with the association representative.
- C. The Board shall submit a final decision (in writing) to the Association representative and the grievant within ten (10) days of the meeting.
- D. If the Association is not satisfied with the disposition of the grievance at Level Four, it may within twenty (20) days after the decision of the Board or their designated agent refer the matter for mediation to the Michigan Employment Relations Commission in writing, and request the appointment of a mediator to hear the grievance.

## **STEP V Mediation**

- A. Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the mediation session not previously raised or disclosed to the other party.
- B. Neither party shall be bound by the mediator's decision or recommendation; however, the purpose and intent of the parties is to encourage to the fullest degree friendly and cooperative relations between the employer and the employees.

## **ARTICLE XX - SUSPENSION WITH PAY**

Section 1: In the exercise of its rights as set forth in Article III, Management Rights, the Board agrees that an employee shall not be peremptorily suspended from and after the date hereon, but that in all instances in which the Superintendent may conclude that an employee's conduct may justify suspension, the employee and the Association shall be promptly informed in writing and by telephone as to the offense and as to discipline intended by the Superintendent. Within five working days after the date of suspension, the employee may, if he/she believes he/she has been unjustly dealt with, request a hearing before the Superintendent, with or without a member or members of the Association present, as the employee may choose. At such hearing, the Superintendent shall conclude whether the suspension shall be extended or revoked, or whether or not the employee shall be recommended for discharge.

The Superintendent shall inform the employee and the Association of his/ her decision by registered letter directed to the employee's address as then shown in files of the office and mailed within one week after the termination of such hearing. If the suspension is revoked, the employee shall be returned to employment. In the event that the Superintendent's decision shall result in either the affirmation or extension of the suspension or in the recommendation of further disciplinary action of the employee, the employee within one week after the mailing to her/him of such registered letter may present the Superintendent a written statement of grievance. Such grievance shall thereupon be handled in accordance with the procedure of Article XIX - Grievance Procedure, beginning with Step IV with the hearing to be called ten (10) working days.

## **ARTICLE XXI - 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 "business person's mileage rate allowance" as per IRS guidelines. The rate of reimbursement shall change with the changes of the "business person's mileage rate allowance" as per IRS guidelines.

Section 2: Personal mileage to and from work is the responsibility of the employee and shall be defined as the mileage from the employee's house to the assigned Service Center or primary work site. Employees reporting to a secondary work site shall receive mileage beyond the primary work site.

Section 3: Employees reporting to a work site other than their Service Center will receive reimbursement when their mileage exceeds the distance from their home to their assigned work site.

## **ARTICLE XXII - FRINGE BENEFITS**

### Section 1: Hospitalization

- A. Each full time employee shall receive full coverage (limited by (D) below) for hospitalization-surgical-medical benefits under MESSA Choices II with \$300/\$600 deductible, \$20 office visit co-pay and Saver Rx.
- B. For the 2010-11 contract year, the Board will pay the full cost of health insurance for each full time employee beginning 9/1/10.
- C. For 2011-12 and through 2014-15, the Board will pay an increase in health insurance in the amount of up to 5% more than in the previous year for any classification of coverage (single, 2 person, and family).
- D. Any additional premium above the negotiated coverage will be deducted from the employee's salary in equal amounts as the premium is due.
- E. Employees will not be double covered.
- F. The Association may request and be granted a change in the coverage options provided the Board obligation is not increased beyond the conditions of this section. Any change under this section may only occur beginning July 1 of each successive contract year.
- G. The Board reserves the right to implement a self insurance program when a carrier is identified that equals or exceeds the present carrier's benefits, and is approved by the Association president and two Association representatives.

### Section 2: Vision

- A. The Board shall provide vision insurance for exam and corrective lenses and frames one time a year. Subject to:
  - Exam - up to \$60
  - Single Vision - up to \$80
  - Bifocal - up to \$100
  - Trifocal - up to \$100
  - Lenticular - up to \$100
  - Prescription contact lenses - up to \$180
  - Frames - up to \$150

### Section 3: Dental

- A. The Board shall provide dental insurance for all full time employees and their eligible dependents through the Board's approved carrier. The program shall include Basic and Major Services, including Orthodontia.
- B. Basic coverage has a \$50 lifetime deductible per individual and pays 80% with an increasing 10% for two years, provided all conditions of the service agreement are met.
- C. Major Services has a \$50 annual deductible per individual and pays 80% of coverages outlined in the service agreement.

The maximum payout per individual is \$1,500 per year of eligible expenses of Basic and Major Services. (no change)

- E. Orthodontia services will be paid at 80% with a maximum lifetime payout of \$1,000 per individual.

### Section 4: Life Insurance

- A. The Board shall provide each full time employee with \$40,000.00 term group insurance. Coverage will be effective immediately upon active employment and terminate upon resignation or release date.
- B. Regular part-time employees working at least twenty (20 hours per week) will be allowed to pay the balance of premium and be covered, if desired. Employee dependent coverage will be allowed, at employee expense, to the limits specified by the company.

### Section 5: Center Program Clothing

If smocks or coveralls are desired for outerwear, the Board shall provide same.

### Section 6: Options for Non-subscribers to Health Insurance

- A. The Board shall pay up to \$360/month from July 1, 2007 to June 30, 2010, toward the cost of fixed and/or variable options defined below:
  - 1. Fixed Options:  
Must include ALL non-subscribers enrolled in a "definable group".
  - 2. Variable Options:
    - Basic Life Insurance
    - Group Short Term Disability Income Insurance
    - Group Long Term Disability Income Insurance
    - Group Supplemental Term Life Insurance
    - Group Survivor Income Insurance
    - Group Dependent Life Insurance
    - Tax-Deferred Annuities

- B. An open enrollment period shall be provided whenever contribution subsidy amounts change for the group and is approved by the provider.

Section 7: Non full-time employees

- A. Employees working less than full-time shall receive fringe benefits on a prorated basis for a full twelve (12) months.
- B. Any employee taking fringe benefits under this section shall authorize a payroll deduction for a full twelve (12) months for their portion of premium payment in order to qualify for benefits under this section.

Section 8: Long-term disability

The Board shall provide, without cost to the bargaining unit member, MESSA Long-Term Disability or equivalent coverage as described below. The annual board-paid premium shall be limited to \$350 per employee for this section.

Benefit Percentage	66 2/3%
Maximum Monthly Income Benefit	\$5,000.00
Waiting Period	90 CDSW
Alcoholism/Drug Abuse Waiver	YES
Mental/Nervous Waiver	YES
Offset of Other Income	Family
Own Occupation	2 years
Minimum Payout	5%
Survivor Income Monthly Benefit	NO
Pre-Existing Condition Waiver	YES
Educational Supplement Program	NO
Freeze on Offsets	NO
Maternity Coverage	Standard
Cost of Living Adjustment	NO
Rehabilitation Benefits	Standard

**ARTICLE XXIII - NEGOTIATIONS**

Section 1: Negotiations of wages and fringes for 2015-16 shall be opened by request of the Association by March 1, 2015.

Section 2: If no such request is received from the Association to open negotiations by March 1, the Board shall consider this Agreement to be binding for the ensuing year.

**ARTICLE XXIV - DURATION**

This Agreement shall be effective from July 1, 2010 to June 30, 2015.

Eastern Upper Peninsula Intermediate  
School District Board of Education

Eastern Upper Peninsula Intermediate  
Education Association

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Association President of the Union

\_\_\_\_\_  
Superintendent

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

**APPENDIX A - 2010-2011 SALARY SCHEDULE (2%)**

<u>Step</u>	<u>Factor</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1	1.00	\$33,281	\$35,944	\$38,606
2	1.06	35,277	38,100	40,922
3	1.12	37,274	40,257	43,239
4	1.18	39,271	42,414	45,555
5	1.24	41,268	44,570	47,871
6	1.31	43,598	47,086	50,574
7	1.38	45,927	49,602	53,276
8	1.46	48,590	52,478	56,365
9	1.54	51,252	55,353	59,453
10	1.62	53,915	58,229	62,542
11	1.71	56,910	61,464	66,016
12	1.80	59,905	64,699	69,491



EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

**APPENDIX B – 2011-2012 SALARY SCHEDULE (2%)**

<u>Step</u>	<u>Factor</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1	1.00	\$33,946	36,663	39,378
2	1.06	35,983	38,862	41,741
3	1.12	38,020	41,062	44,103
4	1.18	40,056	43,262	46,466
5	1.24	42,093	45,462	48,829
6	1.31	44,469	48,028	51,585
7	1.38	46,846	50,594	54,342
8	1.46	49,561	53,527	57,492
9	1.54	52,277	56,460	60,642
10	1.62	54,993	59,394	63,793
11	1.71	58,048	62,693	67,337
12	1.80	61,103	65,993	70,881

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

**APPENDIX C – 2012-2013 SALARY SCHEDULE (2%)**

<u>Step</u>	<u>Factor</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1	1.00	\$34,625	37,396	40,166
2	1.06	36,703	39,640	42,576
3	1.12	38,780	41,883	44,986
4	1.18	40,858	44,127	47,395
5	1.24	42,935	46,371	49,805
6	1.31	45,359	48,989	52,617
7	1.38	47,783	51,606	55,429
8	1.46	50,553	54,598	58,642
9	1.54	53,323	57,590	61,855
10	1.62	56,093	60,581	65,068
11	1.71	59,209	63,947	68,683
12	1.80	62,325	67,313	72,298

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

**APPENDIX C – 2013-2014 SALARY SCHEDULE (1.75%)**

<u>Step</u>	<u>Factor</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1	1.00	\$35,231	38,050	40,869
2	1.06	37,345	40,333	43,321
3	1.12	39,459	42,616	45,773
4	1.18	41,573	44,899	48,225
5	1.24	43,686	47,182	50,677
6	1.31	46,153	49,846	53,538
7	1.38	48,619	52,509	56,399
8	1.46	51,437	55,553	59,668
9	1.54	54,256	58,598	62,938
10	1.62	57,074	61,642	66,207
11	1.71	60,245	65,066	69,885
12	1.80	63,416	68,491	73,563

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

**APPENDIX C – 2014-2015 SALARY SCHEDULE (1.75%)**

<u>Step</u>	<u>Factor</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1	1.00	\$35,848	38,716	41,584
2	1.06	37,998	41,039	44,079
3	1.12	40,149	43,362	46,574
4	1.18	42,300	45,685	49,069
5	1.24	44,451	48,008	51,564
6	1.31	46,960	50,718	54,475
7	1.38	49,470	53,428	57,386
8	1.46	52,337	56,526	60,712
9	1.54	55,205	59,623	64,039
10	1.62	58,073	62,720	67,366
11	1.71	61,299	66,205	71,108
12	1.80	64,526	69,689	74,851

## **APPENDIX D - LONGEVITY**

- Section 1: Employees shall earn a longevity payment of \$600.00 after completion of thirteen years of service. Longevity for the purpose of this master agreement shall include the years of service the employee is granted when hired (a person placed on the 8<sup>th</sup> step of the salary schedule shall be granted seven years of experience). Payment shall be made by separate check on the second pay of the year the employee reaches his/her 14<sup>th</sup> year of experience as defined in this article and each subsequent year he/she is employed by this district. Employees working less than full-time shall have their longevity check prorated.
- Section 2: After completion of 18 years of service, employees shall earn an additional longevity payment of \$600.00, to equal \$1,200.00 in longevity payment, under the same arrangement as in Section 1.

## **APPENDIX E - RETIREMENT PAY**

- Section 1: Seven years continuous service to the EUPISD is required.
- Section 2: Evidence of MSPERS enrollment must be provided.
- Section 3: A minimum of 50 sick days must be accumulated in order to qualify for reimbursement.
- Section 4: Up to 75 unused sick days will be paid out at \$35 per day following the last pay and the last day of work.
- Section 5: In the event that death of an employee precedes completion of service, the reimbursement shall be paid to the employee's beneficiary.

## **AMERICANS WITH DISABILITIES**

Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA) and other similar state or federal legislation.

## **FREEDOM OF INFORMATION ACT**

If a Freedom of Information Act (FOIA) request is received for a teacher's/employee's personnel file or personnel file information, the teacher/employee will be notified of the request when it is received by an administrator. If the teacher/employee indicates that he/she will challenge whether the information is discloseable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.