

**EASTERN UPPER PENINSULA
INTERMEDIATE SCHOOL DISTRICT**

CONTRACTUAL AGREEMENT

2009 - 2012

Between:

**The Eastern Upper Peninsula Intermediate
School District Board of Education**

and

**The Eastern Upper Peninsula Intermediate
School District Educational Support
Personnel Association**

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GENDER DISCLAIMER

Any reference to employees in this contract is intended to mean either sex. Wherever he is written, the intent is not to specify male or female.

AGREEMENT

This agreement is entered on this 1st day of July 2009, between the Eastern Upper Peninsula Intermediate School District (hereinafter referred to as the "Employer"), and the Eastern Upper Peninsula Intermediate School District Educational Support Personnel, affiliated with Michigan Education Association, (hereinafter referred to as the "Association").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employee's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining unit described below:

"All regular full-time and regular part-time non-teaching, and paraprofessional employees and special education bus drivers and special education bus aides of the Eastern Upper Peninsula Intermediate School District, but excluding teachers, supervisors, confidential employees, and employees whose work assignment is the Central Office of the EUPISD."

ARTICLE 2 - ASSOCIATION SECURITY (AGENCY SHOP)

- 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 the Association or pay a service fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment, to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.
- D. The Association agrees to hold the employer harmless in the event of suit, claim, liability or damage for any proper execution of this article or section.

ARTICLE 3 - DUES CHECK OFF

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided the said form shall be executed by the employee. The written authorization of Association dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Association.
- B. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and by-laws of the local Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Michigan Education Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Association.

ARTICLE 4 - REPRESENTATION FEE CHECK OFF

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Association, the Association representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given to both the Employer and the Association.
- B. The amount of such representation fee will be determined as set forth in Article 3 of this contract.
- C. The Employer agrees to provide this service without charge to the Association.

ARTICLE 5 - REMITTANCE OF DUES

- A. When deductions begin.

Check-off deductions under all properly-executed authorization for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

- B. Remittance of dues to financial officer.

Deductions for any calendar month shall be remitted to such address designated financial officer of Michigan Education Association, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

- C. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of previous month's remittance of dues.

ARTICLE 6 - NO STRIKE CLAUSE

The Association agrees that it will not directly engage in, or assist in, any strike or work stoppage during the terms of this Agreement.

ARTICLE 7 - ASSOCIATION REPRESENTATION

- A. Representatives, Alternate Representatives, and Unit President: The Employees covered by this Agreement will be represented by one Representative at each operating work site. The Association shall have the exclusive right to designate said Representatives and shall designate at least one (1) Representative to each operating work site.
- B. The Employer will be notified of the names of the Representatives and alternate Representatives who would serve only in the absence of a regular Representative.
- C. The Representatives or Unit President during their working hours, without loss of time or pay, may present grievances to the Employer during working hours.
- D. Association Bargaining Committee:
 - 1. Employees covered by this Agreement will be represented in negotiations by four negotiation committee members, one of which shall be the Association President.
 - 2. All bargaining by the parties shall commence at a mutually agreeable time.
 - 3. If the Employer mutually agrees to meet with the Association during working hours, the Bargaining Committee members of the unit will not lose wages.

ARTICLE 8 - SPECIAL CONFERENCE

- A. Special conferences for important matters will be arranged between the Chapter President and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two representatives of the Association and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. This conference may be attended by representatives of the Michigan Education Association.
- B. The Association representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 9 - GRIEVANCE PROCEDURE

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

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

1. The termination of services of or failure to re-employ any probationary employee.
2. Any matter not specifically referred to in this agreement for which there is recourse under state or federal statutes.

- B. The Association shall handle grievances when requested by the grievant. The Board hereby designates the employee's immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

- C. The term "days" as used herein shall mean scheduled work days.

- D. Written grievances as required herein shall contain the following:

1. It shall be signed.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsections of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

- E. Level One: A grievant and his Association representative alleging a violation of the expressed provisions of this contract shall within ten (10) days of when the employee knew or should have known of the occurrence orally discuss the grievance with the immediate supervisor or his designee in an attempt to resolve same. The Association representative may have 15 minutes per occurrence, with supervisor approval, to investigate the alleged violation at Level One only.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

- F. Level Two: A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. The Superintendent or the designated agent shall sign and date the grievance within five (5) days of receipt of the grievance; the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate supervisor, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days of the discussion appeal same to Level Three.

- G. Level Three: A copy of the written grievance shall be filed with the Board or their designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. The Superintendent or the designated agent shall sign and date the grievance within five (5) days of receipt of the grievance. The Board or their designated agent shall arrange a meeting within 20 days with the grievant and/or the designated Association representative, to discuss the grievance.

Within five (5) days of the discussion, the Board or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate supervisor, the Superintendent, and place a copy of same in a permanent file in the Board office.

If the decision is unsatisfactory to the Association, the Association shall within eight (8) days of the discussion appeal same to Level Four.

- H. Level Four: Individual grievants shall not have the right to process a grievance at Level Four:

1. If the Association is not satisfied with the disposition of the grievance at Level Three, 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.
2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing 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.

3. 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 among all employees.

ARTICLE 10 - PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee work to which his seniority and qualifications entitle him, and a written notice of his claim is filed within ten (10) days of when the employee knew or should have known that the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 11 - COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages, plus interest, the employee would otherwise have earned.

For the purpose of determining the amount of interest paid, the Employer will use the average interest rate being paid by three local banks for regular savings accounts.

ARTICLE 12 - PROGRESSIVE DISCIPLINE; DISCHARGE

- A. The parties agree to a progressive course of discipline for just cause beginning with oral counseling up to and including discharge for cause. Management will determine the severity of the infraction and will apply discipline at the proper level up to discharge for blatant infractions of operational procedures or rules.
- B. Notice of Discharge and/or Suspension
 1. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his Representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- C. The discharged or suspended employee will be allowed up to one-half (1/2) hour to discuss his discharge or suspension with his Representative. The Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer.

D. Appeal of Discharge or Suspension

Should the discharged or suspended employee and/or the Representative consider the discharge or suspension to be improper, it shall be submitted to the Level Three of the grievance procedure.

E. Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior reprimands which occurred more than one (1) year previously and/or any prior suspensions which occurred more than two (2) years previously.

ARTICLE 13 - SENIORITY (PROBATIONARY EMPLOYEES)

- A. New employees hired in the unit shall be considered as probationary employees for the first one hundred twenty (120) work days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day 120 work days prior to the day the probation is completed. There shall be no seniority among probationary employees.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Association activity.
- C. Seniority shall be on a bargaining unit basis, in accordance with the employee's last date of hire.

ARTICLE 14 - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter President with lists upon request.
- D. Bus drivers and non-instructional bus aides will transfer seniority and accumulated sick and personal business leave from immediately previous local districts to EUPISD. Does not include annual leave or vacation days.
- E. Seniority is allowed within job classification only. Seniority between classroom aide, bus aide, and bus driver is not a condition of this contract.

ARTICLE 15 - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- D. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. If the employee violates the rules, regulations of the district not in conflict with this Agreement, the Board reserves the right to impose discipline for these alleged violations.
- F. Seniority will end one calendar year (365 days) from the layoff date and the employee's name will be removed from the list.

ARTICLE 16 - LAYOFF DEFINED

- A. The word "layoff" means a reduction in the work force due to a decrease of work or reduction in financial resources.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representatives at least three (3) weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work location.
- C. When layoff takes place, employees not entered on the seniority list shall be laid off first. Seniority does imply bumping privileges to a position when an employee is qualified or may become qualified within a four-week trial period. Thereafter, employees having seniority shall be laid off in the reverse order of their seniority, i.e. the least senior employee on the seniority list being laid off first.
- D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff.

- E. There will be no scheduled overtime in excess of seven (7) continuous work days if there is an employee who is laid off and who is qualified to perform the work assignment.
- F. In cases beyond the control of the board, the time limits are waived. A special conference shall be scheduled within twenty-four (24) hours to discuss such case.

ARTICLE 17 - RECALL PROCEDURE

- A. When the work force is increased after a layoff, employees will be recalled according to seniority, with the most qualified senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

- B. Recall to Temporary Positions

Senior employees on layoff, recalled to TEMPORARY POSITIONS of five (5) or more consecutive days, will be paid at the current contract rate of pay. Seniority will be accrued by the employee during the TEMPORARY recall.

When an employee is on a TEMPORARY recall, the Employer is not required to give two (2) weeks layoff notice as noted in Educational Support Personnel Contract, Article 15, LAYOFF DEFINED, Section D.

Recall of eligible employees for TEMPORARY POSITIONS shall be by seniority and shall occur when the opening is expected to be five (5) or more consecutive days.

ARTICLE 18 - TRANSFERS

- A. Transfer of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
- B. Involuntary Transfer: The parties agree that involuntary transfers of bargaining unit members are to be affected only after a prior meeting with ESP.
- C. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classifications. Location exchange will be allowed in such cases.

ARTICLE 19 - JOB POSTINGS AND BIDDING PROCEDURES

- A. All permanent vacancies and newly-created positions within the bargaining unit shall be posted in each worksite and a copy sent to each worksite representative and the Association President within seven (7) working days prior to filling of the vacancies. All permanent vacancies or newly-created permanent positions within the bargaining unit shall be filled on the basis of seniority and qualifications. The vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Lateral transfers not involving a raise in pay will be made only with prior approval of the Employer. Employees interested shall apply in writing within the seven (7) working days posting period. The senior employee applying for the position who meets the minimum requirements shall be granted up to a four-week trial period to determine his ability to perform the job.
- B. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing, to the employee and his Representative. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Association President and worksite representatives with a copy of each job posting at the same time the postings are posted on the bulletin boards at each worksite.
- C. During the trial period, the employee shall have the opportunity to revert back to his former classification. If the Employer determines that the employee is unsatisfactory in the new position, the employee will revert back to his previous classification. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- D. During the trial period, employees will receive the rate of the job they are performing.
- E. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- F. In the event no-one bids on said posting, the Employer will do everything possible to fill the vacancy within ten (10) working days.

ARTICLE 20 - VETERANS, Reinstatement of

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations, concerning the re-employment rights of veterans.

ARTICLE 21 - NATIONAL GUARD OR RESERVE LEAVE

Employees who are in some branch of the Armed Forces Reserve or the National Guard, shall receive upon request, a maximum of two weeks per year unpaid active duty leave. Additional leave may be granted by the Employer in cases of emergency. Fringe benefits shall not be terminated during these approved leaves. Except in cases of emergency, the Employer shall be notified with a copy of the orders fourteen (14) calendar days prior to commencement of leave.

ARTICLE 22 - UNPAID LEAVES OF ABSENCES

- A. Upon written application, leaves of absences for periods not to exceed one (1) year shall be granted, in writing, within ten (10) working days.
1. Serving in any elected or appointed position, public or Association.
 2. Maternity leave.

Such leave may be extended for like cause.

- B. Upon written application, leaves of absences for periods not to exceed one (1) year may be granted, in writing, within ten (10) days of the receipt of the written application, for:
1. Illness leave (physical or mental)
 2. Prolonged illness in immediate family
 3. Education leave in work-related area

Such leave may be extended for like cause.

- C. Employees shall have seniority frozen while on any unpaid leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his seniority entitles him.
- D. Members of the Association selected to attend a function of the Association shall be allowed time off without pay not to exceed five (5) consecutive days. More days may be allowed at the Superintendent's discretion.
- E. Fringes will be continued as provided by COBRA on the group plan provided the employee pays the cost of the fringes.

ARTICLE 23 - ASSOCIATION BULLETIN BOARDS

The Employer will provide bulletin boards in the Sault Ste. Marie building and at the Rudyard Area Service Center, which may be used only by the Association for posting notices pertaining to Association business. Offensive material or partisan political information shall not be placed on the bulletin boards and is subject to approval by Rudyard Schools' administration.

ARTICLE 24 - RATES FOR NEW JOBS

When a job is created, the Employer will notify the local Association President of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 25 - COURT APPEARANCE

An employee who is called and appears for jury selection or duty, or is subpoenaed and appears in court while not a party to the lawsuit for matters outside of their employment with the school district, shall be paid the difference between the jury duty and the daily rate of regular pay. Any pay for mileage or meals by the court shall be excluded as part of the regular court payment.

ARTICLE 26 - WORKER'S COMPENSATION (on-the-job injury)

Each employee will be covered by applicable Worker's Compensation Laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, if requested by the employee in writing, in addition to his Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income by using the employee's accumulated sick leave until sick leave accumulation is exhausted. Sick leave will be utilized on a pro-rata basis. Seniority will accumulate during worker's compensation eligibility unless Article 15 provisions apply.

Employees are required to file claim forms within 14 calendar days of an injury or illness that has possible worker's compensation eligibility.

ARTICLE 27 - WORKING HOURS

A. Work Day and Hours of Work:

1. Instructional Aides: Will be assigned up to 6.5 hours of work per day Monday-Friday during scheduled pupil instruction days according to approved calendar. The work day shall begin no earlier than 6:30 a.m. and shall end no later than 6:30 p.m. with a one-hour unpaid lunch break. The assignment of instructional aides during these work hours will not require aides to work a split shift.
2. Custodian/Maintenance: Will be assigned no less than 35-hour work week and no more than a 40-hour work week with a minimum 30-minute lunch period.

3. Office Clerical: Office clerical employees will be assigned a 35-hour work week with each work day consisting of seven hours of work plus a one-hour unpaid lunch break during the normal 185-day school year. The hours shall be assigned between the hours of 7:00 a.m. and 6:00 p.m. During the school year, the normal hours shall be 8:00 a.m. to 4:00 p.m. During the summer months, the normal hours shall be 8:00 a.m. to 3:00 p.m. with a one-half hour unpaid lunch break. Employees shall be given a five work day notice for changes in their normal schedule. The assignment of office clerical employees during these work hours will not require such employees to work a split shift.
 4. Special Education Bus Drivers and Bus Aides: Working hours for special education bus drivers and bus aides may start as early as 5:00 a.m. and may be as late as 6:00 p.m.
- B. The workweek shall be Monday through Friday.
 - C. Employees may take a 15-minute break in the first half of their work period and a second 15-minute break during the last half of their work period. In the summer months, employees shall be limited to one 15-minute break in the a.m.
 - D. An employee reporting in on special call outside their normal assigned work day shall be guaranteed a minimum three (3) hours pay. If the employee exceeds 40 hours of work that workweek, the pay shall be at time and one-half. Employees who report for normally scheduled work and that work is canceled shall be guaranteed two (2) hours pay.
 - E. In the event school is canceled or the school day is shortened because of inclement weather, illness, or other unscheduled condition, employees shall suffer no loss of pay. To clarify, if/when a personal or sick day is scheduled and school is closed for the entire day, then employee will suffer no loss of leave time. If school is cancelled/dismissed early (i.e. 11:00 a.m.) or has a delayed start and employee is off for personal or sick leave, then use of leave time as scheduled for that day would apply.

ARTICLE 28 - SICK LEAVE - PERSONAL LEAVE

- A. Employees shall earn sick leave at the rate of 12 days per year.
- B. Employees who have not earned sufficient sick leave time to cover their periods of absence due to illness or injury will suffer loss of pay. At the close of each school fiscal year, an employee may request reimbursement for the loss of pay due to illness during that fiscal year if the current year accumulation of sick leave time is sufficient to cover loss of pay.
- C. Any employee contracting the usually childhood diseases (to include mumps, measles, chicken pox, hepatitis, and staphylococcus) shall not be charged sick leave time nor shall they suffer loss of pay from such absences resulting therefrom.

- D. Employees absent from work by reason of quarantine by a public health officer because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work shall not be charged with sick time nor shall they suffer loss of pay.
- E. An employee absent for more than three (3) consecutive days may be required to present a doctor's certificate which certifies that the employee is able to resume assigned duties.
- F. Up to five (5) accumulated sick days may be used for illness of spouse, children, parents, parents-in-law, or other immediate family members (as defined in Article 29, A) provided those "other family members" are living in the employee's household. The exception to this language is that the immediate supervisor may grant up to five (5) sick leave days, providing that they are available, for the critical illness of a brother or sister not living in the employee's immediate household.
- G. Employees shall earn personal leave at the rate of three days per year. The leave days are to be requested in half-day increments at least three (3) days prior to use and no more than 10% of the staff may be on personal leave at any one time. In proper cases, exceptions may be made. Employees may accrue up to six (6) personal days. Days beyond maximum accrual shall be applied to accumulated sick leave days. Summer school employees shall earn 1.0 personal leave day for a ten-week program; five-week program employees shall earn .5 personal leave.
- H. Severance Pay upon Retirement
 - 1. Seven years continuous service to the EUPISD is required
 - 2. Evidence of MPERS enrollment must be provided
 - 3. Up to 75 accumulated unused sick days will be paid out at \$40 per day following the last pay and the last day of work

ARTICLE 29 - 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.
- 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.

ARTICLE 30 - FUNERAL LEAVE

- A. An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-laws, grandparents and grandchildren, or a member of the employee's household.
- B. Additional days for funeral leave may be granted at the discretion of the Superintendent. Additional days will be deducted from accumulated sick leave.

ARTICLE 31 - TIME AND ONE-HALF

- A. Time and one-half will be paid as follows:
 - 1. For all hours worked in excess of 40 hours per work week.
 - 2. For all hours worked in excess of eight (8) hours per day.
 - 3. For Saturday work.
- B. Sunday work will be paid on time and one-half basis; however, the employee has the right to refuse such assignments.

ARTICLE 32 - HOLIDAY PROVISIONS (12-month employees)

- A. The following holidays which are not worked will be considered paid days for twelve (12) month employees only.
 - 1. Thanksgiving Day
 - 2. Christmas Day
 - 3. Easter Day
 - 4. Fourth of July
- B. In the event a holiday falls on a weekend, either the preceding Friday or following Monday will be considered a holiday. The Superintendent shall determine whether the holiday will be observed on Friday or Monday.
- C. All ESP regular school year employees shall receive their birthday off with pay. In the event the birthday falls on a non-work day, a scheduled work day shall be selected by mutual agreement of the employee and Superintendent or his/her designee as the day off.

ARTICLE 33 - UNUSED ANNUAL LEAVE PAY

- A. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- B. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 34 - COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for purposes of computing any of the benefits provided for by this Agreement with the exception of overtime hours paid to the employee. Purchased fringe benefits require completed applications and acceptance by the insurance carrier.

ARTICLE 35 - FRINGE BENEFITS

Section 1: Hospitalization

- A. Each full-time employee shall receive full coverage (limited by E of this Article) for hospitalization-surgical-medical benefits under MESSA Choices II:

1. For 2009-10: MESSA Choices II with 10/20/40 Rx. Board will reimburse employee to the 5/10 Rx level for generic drug purchases. Employee responsible for submitting request no later than 15 days after the end of the month for which expense incurred.
 2. For 2010-11: MESSA Choices II with 10/20/40 Rx, 100/200 deductible and \$10 office visit co-pay.
 3. For 2011-12: MESSA Choices II with 10/20/40 Rx, 100/200 deductible, and \$20 office visit co-pay.
- B. Any additional premium above the negotiated coverage will be deducted from the employees' pay.
- C. Employee will not be eligible for internal double coverage.
- D. The employer shall continue all insurance coverage for employees on layoff for a period of sixty (60) days.
- E. For 2009-2010, the employee shall not incur additional premium sharing versus prior years. For 2010-11 and 2011-12, the annual allowable increase in district-paid health insurance premium is to be limited to 6% per year per employee, regardless of the coverage selected (single, two-person, family).
- F. The Board reserves the right to implement an alternative 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: Self-Funded: Vision

Vision - exam and corrective lens and frames one time/year. Subject to:

- Exam - up to \$75
- Single Vision - up to \$80
- Bifocal - up to \$100
- Trifocal - up to \$100
- Lenticular - up to \$100
- Prescription contact lens - up to \$180
- Frames - up to \$100

Section 3: Self-Funded: 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.
- 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.
- D. The maximum payout per individual is \$1,000 per year of eligible expenses of Basic and Major Services.
- 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 \$50,000 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: Hospitalization Option

- A. Employees voluntarily electing to not participate in the board-paid hospitalization, medical plan identified in A above, shall be eligible for option insurance/annuity programs allowed by IRS Section 125 Cafeteria Provisions or a cash payment. Employee-initiated, signed applications must be submitted to the Business Office by the 20th of the month for the benefit to begin the first of the succeeding month.

Monthly option amounts shall be:

July 1, 2009 to June 30, 2010 - \$340
July 1, 2010 to June 30, 2011 - \$350
July 1, 2011 to June 30, 2012 - \$360

Section 6: Long-Term Disability

The Board shall provide, without cost to the bargaining unit member, MESSA Long-Term Disability or equivalent coverage as described below.

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 36 - CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference held not less than three (3) weeks before the implementation of such consolidation or elimination of jobs.

ARTICLE 37 - WORK PERFORMED BY SUPERVISORS

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen absence or circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

This Article shall not apply to certified teachers while working with bargaining unit personnel.

ARTICLE 38 - DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 39 - NEGOTIATION PROCEDURES

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

ARTICLE 40 - EMPLOYER RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Association either as to taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to discipline, hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, (if above the employee's classification, such assignments will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and lay-off and recall provisions of this Agreement.
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 or carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and 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 sub-divisions, building or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
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.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by expressed provision of this Agreement.

Nothing contained in this Article, or any Section shall be construed or interpreted to modify or abridge the Association's right to negotiate wages, hours, or other conditions of employment under Public Act 379 notwithstanding any other provision of this Agreement.

ARTICLE 41 - ASSOCIATION BUSINESS

- A. The Association and its members shall have the right to use a designated room at the Service Center for their meetings, outside of regular hours, upon notification and approval of the Superintendent or his designee, at least 24 hours in advance.
- B. To conduct business the Association may use three (3) days, two (2) paid days and one (1) unpaid day for Association officers or delegates to attend Union state or regional designated training sessions. Requests shall be made three days in advance for administrative approval.

ARTICLE 42 – SPECIAL EDUCATION BUS DRIVERS/ SPECIAL EDUCATION BUS AIDES

- A. Pre-trip time (maintenance/fueling/cleaning): Each driver is to be responsible for the general appearance of their assigned bus. Each bus driver shall be paid an additional 30 minutes, maximum of one hour per day, before each morning and afternoon run to perform bus safety check, corresponding paperwork, minor maintenance, fueling the bus, cleaning the bus, and warming the bus. This time is to include above and beyond extra time taken with school and/or parent requirements, special requests, and meetings with teachers/staff.
- B. Full time bus drivers shall be reimbursed the cost of renewing an existing chauffeurs' license with proper bus driving endorsements upon presentation of receipt to the Central Office.
- C. Physical exams, as required by law for all bus drivers, shall be paid in full by the Board upon presentation of receipts to the Central Office.
- D. Continuing education for bus drivers shall be paid at the regular hourly rate as specified in the Pupil Transportation Act, Section 257.1851.
- E. In-service days that require bus driver and bus aide participation shall be billed at the normal hourly rate for the amount of hours normally worked in a day, not to be less than 6.5 hours. If in-service days do not require bus driver or bus aide attendance and shorten the work week, then this group would be allowed to apply personal leave time in order to be compensated for a usual work week. For example, if an in-service is added to the schedule resulting in less student days than originally scheduled, this section would apply.
- F. For bus runs in excess of regular runs, i.e.: field trips, bus drivers will be compensated and bus aides will be compensated at the regular rate while driving and \$10 per hour while standing.

- G. On overnight trips, the driver and bus aide shall be paid for driving time or eight (8) hours per day, whichever is greater, plus four (4) hours of standing time. When trips of three hundred (300) miles or more one way must be made without an overnight, then two (2) drivers will be assigned.
- H. Extra trips will be assigned on a rotating and seniority basis for bus drivers and bus aides, if needed, within their respective work locations. If no driver or aide from the respective work location is available, then other work locations will be offered the trip. In order for a regular driver/aide to be assigned to extra trips, a qualified substitute must be available for the regularly assigned run.

ARTICLE 43 - DURATION

This Agreement shall be effective July 1, 2009 and continue in full force and effect until June 30, 2012.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be part of the Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, Michigan Education Association, 2861 Ashmun Street #6, Sault Ste. Marie, MI 49783; and if to the Employer, addressed to Eastern Upper Peninsula Intermediate School District, P. O. Box 883, Sault Ste. Marie, Michigan 49783; or to any such address as the Union or the Employer may make available to each other.

In witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

President of the Board

Association President of the Union

Superintendent

Secretary of the Union

ARTICLE 44 - APPENDICES

The following appendices are incorporated and made a part of this Agreement:

- Appendix A - Classification and Rates
- Appendix B - Longevity
- Appendix C - Job Description
- Appendix D - Mileage
- Appendix E - Uniform Allowance
- Appendix F - Annual Leave

APPENDIX A - CLASSIFICATION AND RATES

	2% 2009-2010 <u>per hour</u>	1.75% 2010-2011 <u>per hour</u>	1.5% 2011-2012 <u>per hour</u>
Instructional Aide	15.89	16.17	16.41
Custodian	16.88	17.18	17.44
Clerk Typist	15.39	15.66	15.89
Secretary I	15.98	16.26	16.50
Secretary II	16.67	16.96	17.21
Bus Drivers	16.78	17.07	17.33
Bus Aides	13.85	14.10	14.31

All bargaining unit personnel will change to the 2009-2010 salary rate effective July 1, 2009 and thereafter raises will occur on the first day of each succeeding fiscal year.

Probationary rates are .35 per hour less than the rate shown in Appendix A for the first 120 workdays of employment.

APPENDIX B - LONGEVITY

Employees shall earn longevity payments in accordance with the following schedule. Payments shall be made by separate check on the second pay period in September. Employees laid off shall have longevity prorated according to days worked.

<u>Years</u>	
Upon completion of 5th, 6th, and 7th	\$ 500
Upon completion of 8th, 9th, 10th, and 11th	700
Upon completion of 12th, 13th, 14th, and 15th	900
Upon completion of 16th and every year thereafter	1,100

APPENDIX C - JOB DESCRIPTIONS

Job descriptions will be reviewed annually to determine proper level placement. A copy of all changes will be provided to the Association President.

APPENDIX D - MILEAGE

Employees who, during the course of their employment, are required to use their personal vehicle for school district business will be reimbursed at the business persons' IRS rate for all miles driven on behalf of the school district.

APPENDIX E - UNIFORM ALLOWANCE

The Employer agrees to furnish smocks or similar outer garment for aides working with children. In addition, the Board agrees to reimburse employees up to a maximum of \$50 for destruction of personal property per incident while on the job in a job-related incident, including watches, but excluding other jewelry. Further, the Employer agrees to pay one hundred percent (100%) of the cost to repair or replace, whichever is less, the following item damaged in a job-related incident.

1. Glasses
2. Hearing Aides
3. Dentures

Custodial/maintenance employees shall be provided with appropriate boots on a biannual basis and gloves as needed for outdoor winter work.

APPENDIX F - ANNUAL LEAVE

- A. Annual Leave shall be earned only by twelve-month (245-day) employees.
- B. Annual Leave may be taken at a time agreeable to the Superintendent.
- C. The following schedule shall prevail:
 1. 12 months, 24 months, 36 months 10 days
 2. 48 months, 60 months, 72 months 15 days
 3. 84 months 20 days