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MASTER AGREEMENT

Between

STANTON TOWNSHIP BOARD OF EDUCATION

and

COPPER COUNTRY EDUCATION ASSOCIATION

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Stanton Township Public Schools (1)

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ARTICLE I - RECOGNITION

The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all certificated professional personnel under contract or on a per diem, hourly or class rate basis employed by the Board excluding those whose primary duty is that of supervision of professional personnel such as the Superintendent.

ARTICLE II - BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and constitution of the State of Michigan and/or the United States.

- A. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the school district.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work.
 5. Adopt reasonable rules, policies and regulations.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof.
 7. Determine the financial policies, including all accounting procedures.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The exercise of these powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific and expressed terms of this Agreement. It is further understood that the above rights are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article and, if so, shall deny the grievance.
- C. It is understood by the parties that the establishment of new positions in the district and modifications to working conditions shall be subject to negotiation between the parties.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that everyone of the employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

- C. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- D. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, sex, marital status, or national origin.

ARTICLE IV - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, The Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph, the Board may cause the termination of employment of such teacher. The parties expressly

recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment, since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.

- C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A and B of this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE V - TEACHING HOURS AND CLASS LOAD

- A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. This time should be used for student and classroom activities. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.
- B. All teachers will rotate lunch period duty except as excused by the Superintendent. In return for such services at the Heikkinen School, the Board agrees to establish a fund of \$540 annually to be used for such equipment and supplies as the teachers determine are necessary or desirable.
- C. All full-time teachers shall be required to work a minimum of five (5) hours of instruction per regular school day.

- D. Teachers will rotate recess periods.
- E. On those days when students are dismissed during the school day because of inclement weather, teachers may leave after the last students leave or earlier if dismissed by their supervisor.

ARTICLE VI - TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that every effort will be made by the Board and the administration to maintain grade size at what is mutually considered to be a reasonable level.
- B. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained.
- C. The Board shall provide:
 - 1. A separate desk for each teacher in the district with a lockable drawer space. (when in new school)
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles. (new school)
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 - 5. Adequate storage space in each classroom for instructional materials. (new school)
 - 6. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- D. A joint committee of teachers, the Superintendent, and a Board member shall be formed to review the curriculum from time to time and determine supplies and textbooks that shall be used in the school program subject to the approval of the Board. The committee shall meet on May 1 of each year and/or at the request of Administration or the staff.

ARTICLE VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate.
- B. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. No person whose certification is based on the Michigan full year permit shall be employed in a regular full-time position for more than two consecutive years. The individual contract shall provide for immediate termination in the event a person with a valid provisional or permanent certificate can be employed.
- C. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance, Board to determine emergency.

ARTICLE VIII - TRANSFERS

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. In the event a transfer between grades or buildings becomes necessary the experience and length of service in the district will be determining factors in honoring the wishes of the teachers in regard to such transfers.

ARTICLE IX - LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. At the beginning of each school year each teacher shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a limit of 130 days for 1985-1986 and a limit of 140 days in 1986-1987. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

- a. A teacher may use all or any portion of accumulated sick leave days to recover from his/her own illness or disability, which shall include, in part, dental and eye care, and all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
 - b. Illness in the immediate family when deemed necessary by the teacher. Immediate family shall be defined as spouse, mother, father, brother, sister, child, grandparents or dependent in the household.
 - c. Time necessary to attend a funeral which is not covered under Section C of this Article.
2. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of sick leave credit.
 3. The Board of Education reserves the right to require a doctor's certificate as evidence of illness. The superintendent shall certify as to the legitimacy of a claim for compensation for absence. The Board will pay the expense of a doctor's certification.

B. Personal Leave

All full-time personnel regularly employed by the Board shall be granted three (3) personal leave days per year for the purposes of:

1. Meeting family obligations
2. Meeting legal commitments
3. Meeting religious obligations
4. A death of a friend or a death within the family not covered by sick leave, and
5. An additional fourth (4th) non-cumulative personal leave day may be granted by the superintendent upon written request.

No personal leave shall be granted before or after holidays except in cases of legal obligations, family emergencies or the death of a friend or relative. The teacher need not tell how this is being used; however, if a teacher violates the personal leave policy he or she will forfeit that day's salary.

The personal leave days used shall not be deducted from annual or cumulative sick leave. If the three personal leave days are not used they shall be credited to the cumulative sick leave account of the teacher.

C. Bereavement Leave

Teachers will be granted a maximum of four (4) days for a death in the immediate family. Such time will not be deducted from sick leave or personal leave. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law and father-in-law.

D. Worker's Compensation

Any regular employee of the school system who incurs, in the line of duty, an injury for which he/she receives compensation under the Worker's Compensation Act shall be paid for a period of not exceeding the duration of this agreement, the difference between his/her salary and the amount received under Worker's Compensation. Thereafter, the employee who has been injured in the course of his employment will receive compensation as provided under the Michigan Compensation Act.

E. Jury Duty

An employee who serves on jury duty during his/her regular scheduled work day will be paid the difference between the jury duty pay and his/her regular pay if jury pay is less. The employee agrees to report to work on any day during which he/she is excused as a juror prior to 12 o'clock noon. The employee shall, if expecting to receive benefits under this Article, furnish the employer with a written statement from the Court showing the days and time of jury duty and the amount of jury duty or witness fees he/she was eligible to receive for each day. The employee also agrees to notify the building principal within twenty-four (24) hours of his/her selection as a juror so that the school district may take steps to have the teacher excused as a juror if such action is felt to be necessary by the district.

F. Conferences

Attendance at conferences will be granted with administrative approval and no teacher will be allowed to attend more than one conference on school time per year. Conference days will not be charged to personal leave.

ARTICLE X - LEAVES OF ABSENCE WITHOUT PAY

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states,

territories or countries; foreign or military teaching programs; the Peace Corps; Teacher Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been if teaching in the district during such period.

- B. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been if teaching in the district during such period.
- C. A teacher may utilize either of the following two options for a leave of absence for the purpose of childbirth, recovery, and child care:
1. A pregnant teacher may teach as long as she can continue her regularly scheduled duties, provided that the Board may require a doctor's statement to that effect. When she is no longer able to work, she will be considered on sick leave and may use any accumulated sick leave days during the period of disability. If she has exhausted her accumulated sick leave, she will be placed on unpaid leave of absence until she is able to return to her former position.
 2. A pregnant teacher may elect to combine maternity and child care leave for a period of time greater than actual disability. In such an instance, the teacher shall make application for a maternity/child care leave at least sixty (60) calendar days prior to the commencement of the leave. The Board may require a doctor's statement to the effect that the teacher may continue her duties to that date. A teacher desiring to return to work from such leave shall notify the Superintendent at least ninety (90) calendar days prior to the date she wishes to resume teaching. The teacher shall be returned to her former position.
- D. A leave of absence shall be granted to any teacher for the purpose of child care, including the adoption of a child. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave except in cases of extreme emergency, and shall include a statement of the exact date on which the teacher wishes to have the leave begin. A teacher desiring to return from such leave shall notify the Superintendent at least sixty (60) calendar days prior to the date he/she wishes to resume teaching. Reinstatement shall be to the teacher's former position.

- E. A leave of absence for up to one year may be granted to a teacher for any other reason, if approved by the Board. A teacher desiring such a leave shall make the request, in writing, at least ninety (90) days prior to the commencement of the leave, and shall, at the same time, indicate the anticipated date of return to teaching.

ARTICLE XI - TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least one month following a teacher's commencement of service, four months after a teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be observed for the purposes of evaluation at least once every year. A personal interview shall be held within ten (10) school days of the observation. A written evaluation shall be submitted to the administration within seven (7) school days of the observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.
- B. Evaluation shall only be conducted by a qualified building principal or assistant principal or other qualified administrator. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association and provide for a hearing where requested. Refusal to

offer or renew a contract shall be grounds for a grievance. In any grievance or tenure proceedings, all evaluations or responses thereto shall be admissible as evidence.

D. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

- Annual TB report and required medical information
- All teacher evaluation reports.
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

ARTICLE XII - PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank,

compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XIII - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers shall be given full credit on the salary schedule set forth in Appendix A for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency up to five (5) years on the salary chart.
- C. In recognition of service to the school district, a terminal leave payment of twelve dollars (\$12.00) per day for unused accumulated sick days shall be paid to a teacher who has served at least ten (10) years in the district upon termination of employment in this system limited to one hundred thirty (130) days in 1985-1986 and one hundred forty (140) days in 1986-1987, except in the case of teacher being terminated for cause.
- D. Each teacher will have a choice of being paid every other Friday starting with the second Friday of the school year for twenty (20) pay periods for the school year or twenty-six (26) pay periods for the entire year.

ARTICLE XIV - INSURANCE PROTECTION

- A. 1. During the 1983-84 school year the Board shall provide without cost to the employee complete health care protection for a full twelve-month period for the employee's entire family through the MEA Super Med II program, a Blue Cross-Blue Shield program or an independent insurance company program.
- 2. During the 1984-85 school year the Board shall pay the following monthly premiums towards the MEA Super Med II program, a Blue Cross-Blue Shield program or an independent insurance company program.

Full Family.....	\$250.00
Two Persons.....	225.50
Single.....	116.25

It is further understood by the parties that any premium increase in excess of the above amounts during the contract period shall be the responsibility of the individual bargaining unit member up to the following maximums:

Full Family.....	\$260.00
Two Persons.....	235.50
Single.....	126.25

Any increase in premium beyond the aforesaid amounts shall be assumed and paid for by the Board.

- B. The Board shall provide without cost to the employee the MESSA Delta Dental Plan A, including internal and external coordination of benefits (COB) for all employees of the bargaining unit and their eligible dependents.
- C. The Board shall provide without cost to the employee the MESSA VSP-3 Vision Care Plan for all employees of the bargaining unit and their eligible dependents.
- D. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned fringe benefit shall continue throughout the balance of the contract year as defined in Section E.
- E. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve-month period commencing October 1, and ending September 30, for all employees who complete their contractual obligation. If an employee terminated his employment for reasons other than illness prior to June, his subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds amount of subsidy, the School Board shall make provision for the excess to be payroll deductible.
- F. These programs will remain in force until a new contract is ratified.
- G. Employees not electing health insurance coverage may apply up to the amount of the Super Med 2 single subscriber premium toward the purchase of MESSA Fixed and/or Variable option programs, the MEALS Regular or Super program, and/or the MEFSA Insurance, Annuities and/or other programs. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. These option programs are subject to the rules and regulations of the provider (MESSA, MEALS, MEFSA).

ARTICLE XV - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his principal either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication or within fifteen (15) days of the discovery thereof.
- C. If, as a result of the informal discussion with the principal, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix B, signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the principal.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten [10] calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within seven (7) calendar days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten [10] calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this step, the

Association may bypass said step and proceed to its next level. The Association shall notify the Board of its intention in this regard within the time limits herein specified.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

ARTICLE XVI - LAYOFF AND RECALL

The order of reduction among tenure teachers shall be according to:

- 1) Academic need;
- 2) Certification;
- 3) Seniority; and
- 4) Competency.

- A. Competency shall be determined by the administration in terms of training, extent of experience and teacher evaluation.

- B. Seniority shall be defined as the length of service in the Stanton Township School District measured by teaching service when under regular contract and does not include periods of leave.

ARTICLE XVII - EARLY RETIREMENT INCENTIVE

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Stanton Township Board of Education.
- B. Teachers retiring prior to the retirement age of sixty-five (65) will be eligible for the following benefit: A lump-sum payment of Five Thousand Dollars (\$5,000.00).

This retirement incentive is contingent upon a person retiring at the end of the first school year in which he/she has reached the age of fifty-five (55), or as soon thereafter as he/she has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System; or have reached age sixty (60) and have accumulated at least ten (10) years in the Stanton Township School District.

Should the teacher not take this retirement incentive the year they are eligible, they will forfeit One Thousand Dollars (\$1,000) of retirement incentive for each year they delay retirement. (Example: Someone who is eligible in June, 1982 to retire, but delayed retirement until June, 1987, would get zero incentive; if they retired June, 1985, they would receive Two Thousand Dollars (\$2,000). Retirements at mid-year would forfeit only Five Hundred Dollars (\$500).

- C. (1) Persons retiring due to a medical disability which qualified them for retirement benefits from the Social Security Administration, the State Retirement Board or any insurance company are not eligible to qualify for benefits under this plan.
- (2) Persons dismissed through tenure proceedings are not eligible to qualify for benefits under this plan.
- D. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to the retirement date intended.
- E. You must be employed by the Stanton Township Board of Education on the last working day prior to date of retirement or on normal sick leave or on Administration approved leave.
- F. The provisions of this Article shall remain unchanged until June 30, 1987.

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 1, 1985, and will continue and remain in full force and effect until June 30, 1987.

IN WITNESS WHEREOF, the parties hereunto set their hands this

_____ day of _____, 1985.

COPPER COUNTRY EDUCATION ASSOCIATION

By: Henry E. Feldhusen

By: Luann Penney

BY: _____

STANTON TOWNSHIP BOARD OF EDUCATION

By: [Signature]

By: Rebecca Hochstra

By: Richard Johnson

TEACHER SALARY SCHEDULE 1985-86

<u>INDEX</u>	<u>STEP</u>	<u>BA/BS</u>	<u>BA/BS +</u>	<u>MA/MS</u>	<u>MA/MS +</u>
1.00	1	\$14,250	\$14,963	\$15,675	\$16,388
1.05	2	14,962	15,675	16,387	17,100
1.10	3	15,675	16,388	17,100	17,813
1.16	4	16,530	17,243	17,955	18,668
1.22	5	17,385	18,098	18,810	19,523
1.28	6	18,240	18,953	19,665	20,378
1.34	7	19,095	19,808	20,520	21,233
1.41	8	20,092	20,805	21,517	22,230
1.48	9	21,090	21,803	22,515	23,228
1.55	10	22,087	22,801	23,512	24,226
1.63	11	23,227	23,941	24,652	25,366

Permanent or Continuing Certification shall be compensated at five (5%) percent of the base (\$712).

A Masters degree shall be compensated at ten (10%) percent of the base (\$1,425).

A Masters degree (+) shall be compensated at fifteen (15%) percent of the base (\$2,137.50).

Longevity:

12-15 years	3.5% of BA Step 11	\$ 813
16-20 years	4.5% of BA Step 11	1,045
21-25 years	6.5% of BA Step 11	1,509
26 + years	7.5% of BA Step 11	1,742

Longevity shall be determined according to years of service in the Stanton Township School District and shall be computed as a percentage of Step 11 of the BA/BS schedule.

TEACHER SALARY SCHEDULE 1986-87

<u>INDEX</u>	<u>STEP</u>	<u>BA/BS</u>	<u>BA/BS +</u>	<u>MA/MS</u>	<u>MA/MS +</u>
1.00	1	\$15,000	\$15,750	\$16,500	\$17,250
1.05	2	15,750	16,500	17,250	18,000
1.10	3	16,500	17,250	18,000	18,750
1.16	4	17,400	18,150	18,900	19,650
1.22	5	18,300	19,050	19,800	20,550
1.28	6	19,200	19,950	20,700	21,450
1.34	7	20,100	20,850	21,600	22,350
1.41	8	21,150	21,900	22,650	23,400
1.48	9	22,200	22,950	23,700	24,450
1.55	10	23,250	24,000	24,750	25,500
1.63	11	24,450	25,200	25,950	26,700

Permanent or Continuing Certification shall be compensated at five (5%) percent of the base (\$750).

A Masters degree shall be compensated at ten (10%) percent of the base (\$1,500).

A Masters degree (+) shall be compensated at fifteen (15%) percent of the base (\$2,250).

Longevity:

12-15 years	3.5% of BA Step 11	\$ 856
16-20 years	4.5% of BA Step 11	1,100
21-25 years	6.5% of BA Step 11	1,589
26 + years	7.5% of BA Step 11	1,834

Longevity shall be determined according to years of service in the Stanton Township School District and shall be computed as a percentage of Step 11 of the BA/BS schedule.