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> AGREEMENT Between

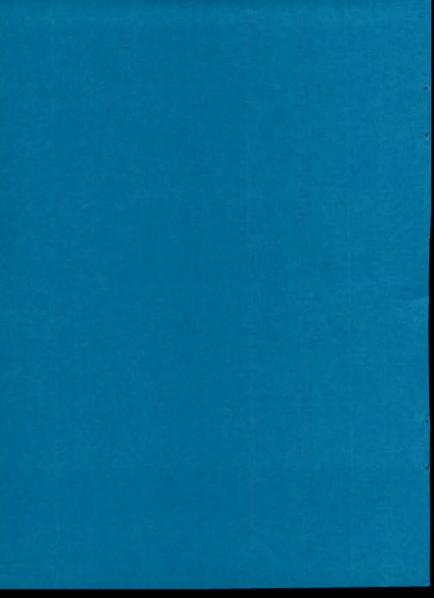
# BOARD OF EDUCATION SAULT STE. MARIE AREA PUBLIC SCHOOLS

## AND

## SAULT EDUCATION ASSOCIATION

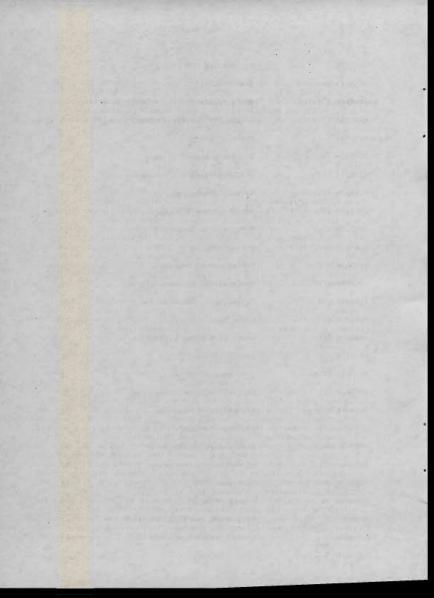
## 1987 - 1990

SAULT STE. MARIE AREA PUBLIC SCHOOLS 460 WEST SPRUCE STREET SAULT STE. MARIE, MICHIGAN 49783



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## AGREEMENT

1 This Agreement is entered into this <u>15th</u> day of <u>September</u>, 1987, by and 2 between the Board of Education of the Sault Stee. Marie Area Public Schools, 3 hereinafter called the "BOARD" and the Sault Teachers Bargaining Unit of 4 the Sault Education Association, and the National Education Association, 5 hereinafter called the "ASSOCIATION". This Agreement is effective from 5 July 1. 1987 through June 30. 1990.

## ARTICLE I

## RECOGNITION

- The Board hereby recognizes this Association as the exclusive and sole 7 A. bargaining representative for all certified teaching personnel 8 traditionally included in this bargaining unit whether under contract, 9 10 on leave, on a per diem basis, employed or to be employed by the Board, Superintendent, District Administrators, 11 excluding: Principals. Assistant Principals, and Supervisors within the meaning of the Public 12 13 Employment Relations Act, and employees funded by the Indian Education 14 Act. The terms "members," when used hereinafter in this Agreement, 15 shall refer to all employees represented by the Association in the 16 bargaining or negotiating unit as above defined, and references to male 17 members shall include female members.
- 18 B. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted vithout intervention by the Bargaining Unit, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Bargaining Unit has been given opportunity to be present at such adjustment.

## ARTICLE II

## MEMBER RIGHTS

Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board 24 A. 25 hereby agrees that every teacher employed by the Board shall have the 26 right freely to organize, join and support the Bargaining Unit for the purpose of engaging in collective bargaining or negotiation and other 27 28 concerted activities for mutual aid and protection. As a duly elected 29 body exercising governmental power under color of law of the State of 30 Michigan, the Board undertakes and agrees that it will not directly or 31 indirectly discourage or deprive or coerce any member in the enjoyment 32 of any rights conferred by Act 379 or other laws of Michigan or the 33 Constitutions of Michigan and the United States; that it will not discriminate against any member with respect to hours, wages or any 34 35 terms or conditions of employment by reason of his membership in the 36 Bargaining Unit, his participation in any activities of the Bargaining 37 Unit or collective professional negotiations with the Board, or his 38 institution of any grievance, complaint or proceeding under this 39 Agreement or otherwise with respect to any terms or conditions of 40 employment.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, and both parties agree to be bound by any lawful order thereof.
- 5 The Bargaining Unit of the Sault Education Association and its members C. 6 shall have the right to use school building facilities at reasonable 7 hours for meetings subject to the Board policies for all public groups. 8 No member shall be prevented from wearing insignia, pins or other 9 identification of membership in the Association (not exceeding the 10 dimensions of one inch square) either on or off school premises. A suitable bulletin board (a minimum of fifteen square feet) shall be 11 12 provided for the members in each building. This may either be in the members' lounge or the members' work room or elsewhere agresable to the principal and members of the building. Reasonable use of 13 14 15 established media of communication shall be made available to the Bargaining Unit and its members within the established regulations for 16 17 the use of that media.
- 18 D. The Board agrees to furnish to the Bargaining Unit, in response to 19 reasonable requests from time to time, available information concerning financial resources of the district, tentative budgetary 20 the requirements and allocations and such other information as will assist 21 22 the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members and their students, 23 together with information which may be necessary for the Bargaining 24 25 Unit to process any grievance or complaint.
- 26 E. The following rights of members are also recognized by the Board:
- 27 1. Opportunities for in-service training.
- 28 2. Community privileges on a par with those enjoyed by other 29 respectable citizens.
- 30 3. Capable aid from principals, supervisory personnel, and special
   31 services personnel.
- Classroom facilities suitable for the type of learning desired and
   creative of a pleasant atmosphere through cooperative efforts of
   member and pupils.
- 35 5. Materials for instruction adequate for the work at hand and made 36 available at the time they are needed.
- Participation in programs pointed toward improvement in curriculum,
   methods, and policies which may affect them. This program shall
   include the selection of textbooks and other teaching materials and
   aids.
- 41 F. A member will have the right to review the contents of all records, 42 excluding initial references of the district pertaining to said member, 43 originating after initial employment and to have a representative of

2 arrangements shall be made with the Board. 3 Copies of all adverse or critical materials placed in a member's 1. 4 files will be sent to the member at the time the material is filed 5 (retroactive to July 1, 1976). 6 2. The member may submit a written notation regarding any material in 7 question, including complaints, and the same shall be attached to 8 the file copy of the material in question. 9 3. If the member believes that material to be placed in his file is inappropriate or in error, the member may receive adjustment 10 11 provided cause is shown through the grievance procedure whereupon 12 the material will be corrected or expunged from the file. 13 4. If the member is asked to sign material placed in his file, such

4. If the memoer is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

17 G. In the event the district enters into a Telecommunications Program, it 18 is expressly understood that the Association will receive prior written 19 notice and the conditions under which the program will be implemented. 20 This implementation will be in compliance with the Master Agreement.

## ARTICLE III

## BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- 30 2. to hire all employees and, subject to the provisions of law, to 31 determine their qualifications and the conditions for their 32 continued employment, or their dismissal or demotion; and to 33 promote and transfer all such employees;
- to establish grades and courses of instruction, including special
   programs, and to provide for athletic, recreational and social
   events for students, all as deemed necessary or advisable by the
   Board;
- 4. to decide upon the means and methods of instruction, the selection
   of textbooks and other teaching materials, and the use of teaching
   adds of every kind and nature;

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- 5. to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of members and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- 6 The exercise of the foregoing powers, rights, authority, duties and B. 7 responsibilities by the Board, the adoption of policies, rules, 8 regulations and practices in furtherance thereof, and the use of 9 judgment and discretion in connection therewith shall be limited only 10 by the specific and express terms of this Agreement and then only to 11 the extent such specific and express terms thereof are in conformance 12 with the Constitution and laws of the State of Michigan, and the 13 Constitution and laws of the United States.

## ARTICLE IV

## DEDUCTIONS FOR PROFESSIONAL DUES

- 14 A. Members may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the NEA and the MEA). Such authorization shall continue in effect unless, subsequent to August 1 and prior to August 31 of any year, such authorization is formally revoked by the member in writing and copies thereof are delivered to the Association and to the Board.
- B. The deduction of membership dues shall be made from the second regular pay check each month with the exception of June when it shall be the first pay of the month for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of members from whom the deductions have been made.
- 27 C. Potential members who for any reason prefer not to become members of 28 the Association shall authorize a deduction equal to the combined 29 state, national and local dues in amounts of one-tenth per month for 30 ten (10) months beginning in September and ending in June of each year.
- 31 D. The Board agrees that it shall be a condition of employment that all 32 potential members become and remain members of the Association or pay a 33 representation fee in an amount equivalent to the Association's regular 44 monthly dues. The potential member has thirty (30) work days in which 35 to execute an authorization for payroll deduction of the Association 36 dues or representation fee.
- 37 E. If the authorization is not signed by the potential member at the close 38 of the thirty (30) work day period, the Board agrees that the services 39 of said potential member shall be terminated at the end of the school 40 year, provided that the Association submits a written request for said 41 termination to the Board. The potential member shall be notified of 42 the termination of services immediately after the receipt of the 43 Association's request.

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F. If, at the end of the school year, the potential member or members 2 receiving the termination notice shall then be engaged in pursuing any legal remedies to contest the discharge, either before the Michigan Tenure Commission or a Court of competent jurisdiction, such potential member's services shall not be terminated until such time as a final decision has been rendered as to the validity of said discharge, or such potential member ceases to pursue legal remedies.

8 In the event that the Board, acting on the request of the Association, G. 9 discharges or attempts to discharge a potential member for failure to 10 comply with these provisions, the Association agrees to indemnify and 11 hold the Board harmless from any and all claims, damages, demands, 12 costs, suits, judgments or any other liability which may result from 13 such action. If it is necessary for the Board to defend its position 14 and to engage legal counsel and to incur other expenses in so doing, 15 the Association agrees to pay any and all expenses so incurred by the 16 Board.

## ARTICLE V

## MEMBERS' HOURS

- 17 A. The Board recognizes the principle of a standard 40-hour work week and 18 will, so far as possible, set work schedules and make professional 19 assignments which can be reasonably completed within such standard work 20 week. The Board will not require members regularly to work in excess 21 of such standard work week within or outside of any school building.
- 22 The working day for all positions shall be so scheduled that not more 23 than thirty-five (35) hours per week shall be assigned to be done 24 within the classroom and/or adjacent playgrounds or corridors. At 25 least five (5) of these hours shall be arranged free of student super-26 vision, so that the member will be able to confer with students, 27 prepare classroom activities, make optimum preparation of items to be 28 used in classroom and other related activities. AEDC members hours are 29 exempt from Article V. B.
- 30 C. An additional five (5) hours of preparation, planning lessons, 31 conferring with parents or community personnel, evaluating pupil 32 responses, researching desirable teaching items, and conferring with students will be expected of the member to be done at the times and 33 34 places of optimum efficiency, not necessarily in the school. Principals 35 and supervising personnel will be responsible for advising and 36 instructing members in order to use this time most effectively and 37 efficiently. This will include any extra-curricular responsibilities 38 assigned to and accepted by the member for which he is not otherwise 39 compensated.
- 40 Each A.E.D.C. teacher will be paid for one-half hour ( hour) per week, D. 41 at his/her hourly rate of pay for each four hour class to a maximum of . 42 four hours per week for the purpose of student tutoring, planning, or 43 staff meetings.
- 44 Time may be spent as agreed between the teacher and principal of the 45 A.E.D.C. program.

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- E. Recognizing the principle of the seven (7) hour work day, the administration agrees to provide a daily thirty (30) minute duty-free, uniterrupted preparation period for all elementary teachers.
- 4 F. When elamentary members are required to administer and correct 5 standarized tests, one-half day will be made available free of all 6 other teaching and supervisory duties. This day will be scheduled 7 within two (2) weeks of the prescribed testing period.
- 8 G. All certificated non-teaching members will be assigned appropriate 9 starting and dismissal times so their normal work day will be 10 equivalent to a classroom member.
- 11 H. All members shall be entitled to a duty-free adequate lunch period equivalent to a regular class session. Extenuating circumstances may arise where this is impossible.
- 14 I. The member has the responsibility for all students assigned to him 15 during the full length of the working day. Teaching shall include the 16 duties of instruction, guidance, discipline, safety, hygiene, and care 17 of the students in addition to duties specified by the Administration 18 or by direction of the Board. The members' duties to the student are 19 not confined to the classroom but extend to the corridors, the 20 restrooms, playgrounds or to school trips as well as to any place where 21 the member is in charge of pupils.
- J. All necessary and Board approved activities which require more than the usual amount of time, effort, skill, or responsibility shall be subject to negotiation and compensated for above the base salaries as stated in Appendix C.
- 26 K. Payment made for any newly created extra-curricular supervisory 27 position shall be established by following the procedures as spelled 28 out in Article XXIV, Section A. There shall be written evidence of 29 such agreements as to duties and compensation included in the separate 30 added duty contract (non-tenure). Compensation by adjustment of 31 teaching load is acceptable if so indicated in the additional duty 32 contract and if it does not circumvent in any way the negotiated salary 33 schedule.
- 34 L. The Association will use its best efforts to assist the administration 35 whenever necessary in filling extra-curricular assignments.
- 36 M. The Board agrees not to schedule collective bargaining sessions or 37 grievance proceedings during hours when classes are in session. For 38 those sessions scheduled by an outside agency in which both parties 39 must participate, those teachers required to participate shall not 40 suffer loss of pay or benefits, but the Association shall pay the cost of the substitute teacher. This clause shall not apply to Step One of 41 the Grievance Procedure. Exceptions to the above may be made only by 42 43 mutual consent of the parties.

## ARTICLE VI

## EMERGENCY SCHOOL CLOSING

- 1 A. Both parties recognize the desirability of continuous and uninterrupted 2 operation of the instructional program during the normal school year 3 and the avoidance of disputes which threaten to interfere with such 4 operations. The Association agrees that it will not, during the period 5 of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Employees Relations Act, nor 6 7 will the Association, during the term of this Agreement, make 8 sanctions.
- 9 B. The Board agrees that it will not, during the period of this Agreement, 10 directly or indirectly, engage in or assist in any unfair labor 11 practice as defined by Section 10 of the Public Employment Relations 12 Act.
- C. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authoritizes such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:
- 19 When an act of God or an employer directive forces the closing of a 20 school or other facility of the employer, bargaining unit members shall 21 be excused from reporting to duty without loss of pay. Days lost due 22 to school closing under the foregoing circumstances shall not be 23 rescheduled.
- To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.
- 28 D. Should a closing because of conditions not within the control of school 29 authorities require the scheduling of additional days of student 30 instruction to meet the 180-day requirement because previously 31 scheduled days could not be counted, such additional days will, to the 32 extent possible, be rescheduled in lieu of already scheduled non-33 instructional staff duty days.
- 34 If already scheduled noninstructional days are insufficient to permit 35 rescheduling of necessary day(s) of pupil instruction, members and 36 students will be required to make up days at the end of the school 37 year. The member will be paid at the member's per diem rate for the 38 first two make-up days. If more than two days must be made up, the 39 days in excess shall be made up without additional compensation.
- 40 AEDC members will be covered by this provision.

41 E. When an individual school building is closed, those members will not 42 have to report to their building but those members may be assigned 43 duties elsewhere in the district, provided the assignment does not 44 create undue hardship on the member.  F. The administration will attempt to decide and contact AEDC members by 4:00 p.m. on those days when classes have to be cancelled for inclement weather.

## ARTICLE VII

## TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly teaching load to which a member is assigned shall 4 conform with generally accepted professional standards for the level of 5 6 teaching, the area of teaching, and the facilities available to the 7 public schools for the support of education. In general, it is the 8 responsibility of the administration, through the building principal, to 9 assign members not only to work loads but to types of assignments for 10 which they are best qualified and can most reasonably handle. This will vary with types of teaching methods employed in the buildings 11 concerned. Consideration will be given to the amount of work required 12 in correcting, assigning, planning, preparing lessons, number of 13 14 preparations, and facilities available for presentations.

## 15 B. Maximum class responsibilities shall be as follows:

16 17	Class size in th following manner:			determined	in the
18	torrowing manner.	Young Fives	20 Maximum		
19		Combinations	24 Maximum		
20		Transition - T/1	24 Maximum		
21		K - 1	27 Maximum		
22		2 - 3	27 Maximum		
23		4 - 6	29 Maximum		
24	Overload Language:	In cases of em	ergency, as dete	rmined by th	e Super-
25			ter the Fourth		
26			stated in Secti		
27			student with th		
28		Fives and K-1.		1	

Mainstreamed special education children, exclusive of speech, language, and orthepedics, will be divided between the appropriate level classrooms instead of being placed in one room unless that is all that is available.

- 33 A member who feels that his class size, which may be less than above C. 34 limits, demonstrably affects his ability to effectively teach may 35 request action from the Class Size Committee. Requests for action 36 shall follow this procedure: The member shall make the building 37 principal aware of the fact, in writing, that said member has a problem 38 because of class size. If the principal does not or cannot solve the 39 problem, the member or the Association may request action of the 40 Elementary Class Size Committee. The Association may not file a 41 request without the consent of the individual teacher.
- 42 D. Within five (5) days of the date that the above determined class sizes 43 are exceeded, the Class Size Committee shall automatically convene. The 44 Elementary Class Size Committee is to be made up of four (4) elementary 45 administrators chosen by the Administration and four(4) elementary mem-46 bers chosen by the Executive Board of the Sault Education Association.

- E. The responsibility to convene the committee rests with the elementary principal and Elementary Supervisor. All individual decisions made by the committee as to the elementary class size are to be binding and implemented within a week of said decision, unless waived by mutual consent of the SEA Board and the Administration. The committee must reach a decision within two (2) weeks from the first date the committee is convened.
- 8 F. The teaching day and hours of instruction, or parts of it, may be observe of the second seco
- 11 Junior High School (where students change classes). All classes are of G. 12 fifty (50) minute duration with all members teaching five (5) classes. In addition to the five period class load, members may also be assigned 13 homerooms, or special programs and activity periods. The academic type 14 15 teaching load is 150 students per member, per day. Other curricular 16 class sizes are determined by the number of teaching stations for the particular class. The teaching day for the Junior High School will begin at 8:00 a.m. and end at 3:00 p.m. or an equivalent time in a 17 18 19 closed campus system.
- 20 H. The aforementioned section, or parts of, may be waived by mutual 21 agreement between the Junior High members and the Junior High 24 Administration.
- 23 I. In the High School where secondary students change classes, the 24 teaching load shall be -
- 25 General Classroom: 150 students per day, thirty (30) students per 26 class. An overload of two (2) students in three (3) of five (5) 27 classes daily is acceptable but in no instance will 150 be 28 exceeded.
- 29 Music: 200 students daily. Class size to be determined by 30 activity.
- 31 Physical Education: A maximum of 156 students will be assigned to 32 four (4) members per period.
- 33 Typing: 190 students per day with thirty-eight (38) students per 34 class period. An overload of two (2) students in three (3) of five 35 (5) classes daily is acceptable but in no instance will 190 be 36 exceeded.

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- 37 J. In classrooms such as shops and laboratories where teaching stations 38 are a limiting factor, it is agreed that the number of students will be 39 consistent with the number of teaching stations.
- 40 K. In the High School, homerooms shall be advisory and shall not extend 41 the teacher's student-contact days.
- 42 L. Class size, teaching loads, and hours of instruction, or parts of it, 43 may be waived by mutual agreement between the High School and Skill 44 Center members and the High School and Skill Center administration.

- M. If a member is assigned to a study hall during any of the six (6)
   periods of the day, that study period shall be considered as a teaching
   period.
- 4 N. In order to encourage innovation and to improve the educational process, class size may be waived by mutual agreement between the Board and the Association. In the event a member desires a class larger than the limitation imposed by this Agreement, that request will be processe d through the Association to the Board.
- 9 0. The above stated class size limits must be achieved no later than four 10 (4) weeks after the opening of school.
- 11 P. A class size count will be given to the Association every six (6) 12 weeks.
- Q. Pupils are entitled to be taught by members who are working within their area of competence. Members shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major and minor fields of study.
- 17 R. Should an area of a specific member's competence be closed, a member 18 may be assigned temporarily to an area outside his competence if temporary certification can be arranged. It is the responsibility of 19 20 the member to secure, with the cooperation and the assistance of the 21 Administration, added certification requirements necessary for this new assignment, in order to maintain that position. Should that member's 22 23 area of competence be reopened, he will be given first consideration 24 for transfer back to his area of competence.
- 25 S. Should an area of instruction be reduced in member requirement, Administration action shall be taken only after consultation and an advisory recommendation by the Association if there is any question as 28 to which member shall be transferred or dismissed.
- 29 T. Members who will be affected by a change in grade assignments and/or 30 who will be affected by a change in subject assignments will be noti-31 fied and consulted as soon as is practicable when such change is known 32 to Administration in advance. To the extent possible, such changes 33 will be voluntary.
- 34 U. Class size and Procedure for Cancellation of AEDC Classes:
- 35 The Administration will maintain classes with ten (10) registered 36 students two (2) weeks after the fourth Friday count for the first 37 semester and two weeks after the start of the second semester. The 38 Administration will decide if a class with less than ten students is to 39 be continued. If any class falls below six (6) students, the class 40 might be cancelled at the conclusion of the first marking period. If a 41 class falls below four (4) students during the second marking period, 42 the class may be cancelled at the conclusion of the period.
- 43 V. Notification of Teaching Assignments for AEDC Classes: 44 Notification of tentative employment shall be made at least five (5) 45 working days prior to the first class meeting.
- 46 W. AEDC positions will be put up for bidding semi-annually.

## ARTICLE VIII

## WORKING CONDITIONS

- In addition to teaching conditions already covered under Member Rights, the
   following subjects are recognized:
- 3 A. A member shall not be required to drive a school bus as part of his 4 regular assignment.
- 5 B. No member shall be required to chaperon any activity which takes place 6 after the close of the school day. This includes mixers, dances, 7 students carnivals, parties, and activities of a similar nature.
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   1. The Board states that the principals will work out a plan providing.
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- 2. This section relates only to social activities. It is expected that members will participate in all professional activities which enhance the individual member, the profession, and the school.
- 14 C. The Board shall make available in each school adequate restrooms and 14 lavatory facilities exclusively for member use. This room shall be 16 appropriately furnished and shall be reserved for use as a faculty 17 lounge. The rights of non-smokers will be protected. It will be the 18 responsibility of each building administrator to find an acceptable 19 solution with the staff in his/her building.
- 20 D. Telephone facilities shall be made available to the members for their reasonable use with respect to school business. A minimum of two (2) separate telephone lines will be available in each building. Personal use of telephones will be confined to emergency or unusual needs that could not normally be expedited on off-hour time. Members will not make toll telephone calls of a personal nature on school phones, unless expressly permitted in writing by the principal of the building.
- 27 E. The Board agrees to make available in each school adequate typing and 28 duplicating facilities to aid members in the preparation of 29 instructional materials.
- 30 F. Adequate off-street parking facilities shall be made available to 31 members for their use.
- 32 G. Roving teachers and/or the building principal may require the regular members to be present when an important concept or new idea is being 33 34 introduced. This shall be made known to the classroom member on a 35 planned schedule so that the classroom member will know several days in 36 advance. At other times the roving member may request the classroom 37 member to be present. The principal of each building shall be informed 38 of the plans of the roving member along with the classroom member. All 39 roving members shall be entitled to a duty free, uninterrupted lunch 40 period not less than thirty minutes per day, unless a shortened 41 schedule is mutually agreeable between the affected teacher and the 42 building administrator.

- H. All classroom members will be supplied with a plan book in which they
   will keep a general lesson plan for at least two (2) days in advance.
   Such plans must be available, either in the building or made available
   when requested.
- 5 I. In the event a classroom member is absent, he/she shall have lesson 6 plans available for the substitute. If the absence lasts five (5) days 7 or more, the Administration shall assist the substitute in the planning 8 process.
- 9 J. Final elementary school report cards will be available for distribution 10 at 12:00 o'clock (noon) the last work day of the school year.
- 11 K. <u>Standardized Tests.</u> The Board agrees that when standardized tests are administered, such test scores are to be used for the evaluation of 13 curriculum selections of course material, and for mass evaluation of 14 programs. The Board agrees that release of individual test scores will 15 not occur with standardized test results under the jurisdiction of the 16 Board.
- L. Student Teachers. The Board endorses the training of student teachers.
   The acceptance of student teachers is at the option of the supervising member. The stipend or honorarium paid by the college for such service shall be advanced in full to the member.
- 21 Safety Committee. The Superintendent shall appoint a Safety Committee M. 22 consisting of three (3) administrators, three (3) members of the 23 Association selected from persons recommended by the Association, and 24 one (1) member from each of the other employee units. The committee 25 will meet at least once quarterly or more often upon the call of the chairperson. The first meeting shall be held by November 1st of each 26 27 school year. Membership shall be upon consent of those appointed. Committee recommendations shall be placed in writing to the 28 29 Superintendent for action.
- 30 N. <u>Safety Equipment</u>. The Board of Education shall provide without cost 31 the necessary safety equipment to those members working in designated 32 areas. Adequate and approved safety equipment shall include, but not 33 limited to goggles, shields, barriers, hardhats, auditory protection 34 devices, and safety shoes and glasses as required by MIOSHA.

35 Requests for equipment shall be submitted in writing to the Safety 36 Committee. Decisions as to the necessity and feasibility of the 37 equipment shall be made by the committee.

## ARTICLE IX

## VACANCIES AND TRANSFERS

 A. <u>Definition</u>. A vacancy is any opening for a position requiring a teaching certificate that is created by a resignation, dismissal, or retirement of the member holding the position, or a new position, or any position established by the Board or administration.

5 After the start of the school year, an opening within the normal teach-6 ing day will be considered a vacancy if it is half-time or more. Vac-7 ancies which occur during the school year shall be posted and awarded 8 at the time of the vacancy. Placement in the position will be in com-9 pliance with the following:

- 10 For K-3 Elementary, Special Education, and Roving vacancies, the position shall be awarded at the time of the vacancy and assumed at the beginning of the next school year.
- 13 For 4-12 vacancies, the position shall be awarded at the time of the 14 vacancy and be filled at the end of the current semester.
- 15 All extra-curricular, co-curricular, and sixth hour teaching assignments will be considered vacancies at all times.
- 17 Notification of Vacancies During the School Year. Whenever there 1. is to be a vacancy in a professional or extra-curricular assignment 18 in the school district, such information will be publicized 19 throughout the district for the knowledge of all members by notification to the building principals and the Association 20 21 building representative. In the event a member requests his 22 vacancy be kept confidential, such information will not be 23 24 publicized until June 30.

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- Notification of Vacancies Outside the School Year. Whenever there
  is to be a vacancy in a professional or extra-curricular assignment
  in the school district that becomes known when school is not in
  session, such information will be published by regular letter to
  all members on staff and by certified mail to those on layoff. The
  information shall also be conveyed to the President of the SEA or a
  designee.
- 32 B. Any Qualified Member May Apply For Such Vacancy. In filling the 33 vacancy, the Board agrees that administration will place in that 34 position the applicant with the most seniority and qualifications. 35 Positions shall be filled in the following manner:
- 36 Elementary Positions are open to all members presently holding an 37 elementary position.

All elementary staff members assigned to teach Kindergarten or Young Fives shall hold the ZA endorsement. A three (3) year grace period beginning with the 1987-88 school year will be extended to all current staff members in order to meet the necessary qualifications. Any new hires will be given a two (2) year grace period beginning with the date of hire. 1 The administration will assist the current staff in becoming qualified 2 by either paying the cost of the instructor to teach the necessary 3 courses over the three (3) year period with assistance from PDAC; or by 4 paying one-half (1) college tuition to current members on staff only 5 during this three (3) year grace period for courses needed to fulfill 6 this requirement.

- 7 Roving positions must be filled with appropriate major or minor.
- 8 Secondary positions are open to all secondary members presently 9 teaching in the same field as the opening. (e.g. Math applies for 10 Math, English applies for English).
- 11 Individuals teaching within two fields can bid either way once the 12 layoff list has been exhausted.
- 13 Should a position not be filled under the above conditions then 14 placement shall occur in accordance with the recall procedure.

15 C. Any member who is currently employed by the Board of Education and is teaching in an accredited day program shall have first consideration for any teaching position in AEDC program in the evening, provided he is qualified for said position.

- D. Unrequested transfers of members are to be minimized and, if possible,
   wholly eliminated.
- 21 E. In the event that transfers of members are necessary, a statement of 22 the reasons for such transfer shall be given to the member and the 23 Association in writing prior to the public notification of such change.
- 24 F. The Board shall consider the personal desires and certification/qualifications of the members in determining which members shall be transferred. In the event desires and certification/qualification are equal, seniority shall be used to determine the member to be transferred.
- 29 G. If vacancies occur during the summer, member assignments will be made in the best judgment of administrative evaluation of known factors 31 concerning member desires for transfer within the school system.
  32 Members who wish to transfer are expected to place in their file 33 request for consideration of such transfer, with a copy to be sent to 34 the President of the SEA or a designee. These requests will be 35 appropriately evaluated before final assignments are made.
- 36 If such reduction should occur during the summer, member assignments H. 1 37 will be made in the best judgment of the administrative evaluation of known factors concerning the member desires for transfer within the 38 39 school system. Members who wish to be transferred are expected to 40 place in their file requests for consideration of such transfers, with 41 a copy to be sent to the President of the SEA or a designee. These 42 requests will be appropriately evaluated before final assignments are 43 made.

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- I. Changes in enrollment which come about after school starts and which are not predictable may necessitate building transfers and changes of assignments from the original assignment. The member will be consulted and informed as soon as possible before such change is made. Seniority rights already accumulated and earned will be recognized as a factor for reassignment.
- 7 J. <u>Staffing Procedures</u>. In assigning certified and qualified members to positions as specified in Article IX and X, the following procedures
   9 will be employed by the Board of Education:

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- When a position is abolished, the teacher holding that position has the right to displace the teacher within the same building with the lowest seniority.
- If the displaced teacher happens to be the one with the lowest seniority, and is unable to displace within the building, then the teacher displaces the one with lowest seniority within the district.
  - 3. All teachers who cannot displace within their building and must displace at the district level, will be placed on a list according to their seniority. Displacement will occur with those having the most seniority displacing the one with the least. Split assignments will displace in the building with the lowest seniority.
    - After all displacements have taken place, then all vacancies will be posted. Positions will be awarded in accordance with Article IX, Item B.
  - After all positions have been filled, anyone left without a position that previously had one will be placed on the layoff list.
- If all persons on the existing staff have been placed and there are still vacant positions, then members on the layoff list will be recalled.
  - After the members have been recalled, then transfer requests will be considered.
  - Adult Education Diploma Certificate employees who make application, and are qualified and certified for day positions, will be given consideration for positions that are still open after the recall list has been exhausted.
- 9. Whenever possible, the Board shall refrain from creating less than
   full time positions, however, when this occurs after the start of
   the school year the following will be given priority consideration:
   a. The students involved would not be rescheduled in order to
  - formulate the change.
  - b. The change must take place at a convenient breaking point, i.e., end of semester, school year.
  - 10. The administration has the right to make transfers at any time in accordance with Article IX, Sections D and E.

## ARTICLE X

### **REDUCTION IN PERSONNEL**

46 A. It is hereby specifically recognized that the Board has the right, when 47 it is necessary, to reduce the educational program, curriculum, and 48 staff; and that the procedures set forth in this policy shall be used 49 in laying off personnel, subject to those limitations expressly set 50 forth in the Master Agreement between the Board and Association.  B. <u>Reduction in Personnel</u>. In order to promote an orderly reduction in personnel when the education program, curriculum, and staff is curtailed, the following procedure will be used:

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- Probationary members shall be laid off first. Layoff shall proceed on the basis of performance evaluation and inverse seniority. A probationary member shall not be laid off unless there is a tenure member who is certified, qualified, and available to perform the duties of the position of the probationary member.
- 9 2. If probationary members are laid off and the reduction of teaching personnel still necessary, then tenure members in the specific positions being reduced or eliminated shall be laid off on the basis of certification and seniority. Layoffs made pursuant to 13 this section shall be made in the inverse order of seniority; i.e., 14 those with the least seniority are to be laid off first.
- A tenure member, who is laid off pursuant to this policy, has the right to be placed in a teaching position for which he is certified
   and qualified to fill and which is occupied by a member with less seniority. For the purpose of this policy "qualified" shall be defined in the following manner:
- 20
   a. For placement in a pre-K-6 grade level elementary position, a

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   tenure member is qualified if he has elementary certification.

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   Pre-K-6 members to be assigned to the 7th and 8th grade levels

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   shall meet all requirements for certification at the assignment

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   level under the Michigan Teacher Certification Code and shall

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   have at least a minor in the subject area to be taught.
- b. All elementary staff members assigned to teach kindergarten or
   young fives shall hold the ZA endorsement. A three (3) year
   grace pariod beginning with the 1987-88 school year will be
   extended to all current staff members in order to meet the
   necessary qualifications. Any new hires will be given a two
   (2) year grace period beginning with the date of hire.
- The administration will assist the current staff in becoming qualified by either paying the cost of the instructor to teach the necessary courses over the three (3) year period with assistance from PDAC; or by paying one-half (1) college tuition to current members on staff only during this three (3) year grace period for courses needed to fulfill this requirement.
- c. For placement in a pre K-6-8 level elementary position in
   music, art, and physical education, a tenure member is
   qualified with a recognized minor in the subject area to be
   taught as shown by endorsement of the certification.
- 42 d. When a combination classroom is eliminated and two separate 43 grades are created, the member teaching that classroom will 44 move into either grade of that combination, or into the single 45 classroom if only one is created.

- e. When a combination classroom is eliminated and no grade is created, the member teacher will then displace the member with the least seniority in that building.
  - f. When a combination classroom is created, the teacher with the least seniority in the grades from which the combination classroom is formed, will be placed into that new position.
- g. For placement in a Junior High teaching position, grade 7 and 8, a tenure member is qualified if he has certification to teach the specific course for which he is attempting to be assigned and holds a major or a minor in that area.
- h. For placement in a High School teaching position, grades 9 to
   l2, a tenure member is qualified if he has certification and
   North Central approved qualification to teach the specific
   course which he is attempting to be assigned.
- 15 1. When a position is eliminated in any building, seniority for
  16 any position for which the member is qualified will be used as
  17 first option. If the member is not qualified for a position on
  18 the basis of seniority and certification in that building, he
  19 shall replace the member with least seniority in the district
  20 in the teaching area the senior member is qualified to teach.
- j. Certification on file in the Director of Personnel's office as
   of June lst will be used in job placements for the next year's
   school assignment.
- k. Whenever possible, the Board shall refrain from creating less
   than full-time positions.
- 26 C. Seniority.

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- <u>Certified members within the school district</u>. For the purpose of this policy, "seniority" is defined to mean the amount of time an individual is continuously employed as a certificated member within the school district.
- a. No later than thirty (30) days following the ratification of
   this agreement, and by September 30th thereafter, the Board
   shall prepare a seniority list. This list shall be given to
   all members by October 15th of each year.
  - b. Seniority shall be calculated by determining the length of continuous employment as a member of the bargaining unit.
    - Members of the Management Team currently employed and holding Management Team positions shall retain full seniority rights earned as members of the Sault Education Association.
- 2) Former members currently in administration, who would lose
   seniority under the current contract, shall be covered by
   the provision above. Former members currently in
   administration, who are earning seniority, will continue to
   accrue seniority.

1 2		c. Seniority shall begin with the date of issuance of the individual teacher contract.
3 4		d. Where years of service and starting dates are identical, job placement shall be by administrative decision.
5 6		e. All seniority is lost when employment with the district is severed by resignation, retirement, or discharge for cause.
7 8 9 10		f. When on approved leave, seniority will be granted and accumulate only for the duration of the initial leave. Extensions to leaves will not earn seniority, but the member will retain all previously earned seniority.
11 ,		2. AEDC
12 13 14		a. Adult Education Diploma Completion Employees who are qualified for day positions will be considered for such employment after the daytime recall list has been exhausted.
15 16		b. Vacancies will be filled on the basis of qualifications and seniority in the Adult Education Diploma Completion Program.
17 18 19 20 21		c. Seniority in the Evening Adult Program is accumulated separately from seniority in the day school program. Seniority is earned per semester regardless of hours or assignment. Members will acquire one-half year of seniority for each semester worked.
22 23 24		d. Accumulated AEDC seniority will not be lost if service is broken by mutual consent. Accumulated seniority will be lost through resignation.
25 26 27		3. It is agreed by the undersigned that "partial" is to be interpreted as anyone who had full-time employment and has been reduced to working for less than full-time due to reductions made in programs.
28 29 30 31		4. All persons reduced from full-time employment due to reduction in force will be placed on the layoff list. Members on this list will be recalled in accordance with Article X, Section D, of the Master Agreement whenever a position becomes available.
32 33 34 35 36 37	ь.	Recall. In the event of layoff (total or partial) the Administration will establish a recall list by October 15th. The list will be provided to the Association. Individuals laid off will remain on the recall list and be eligible for recall as determined by seniority and certification until all members have been recalled or the individual requests his/her name be removed from the list.
38 39 40 41 42	E.	Members to be recalled will be notified by certified mail. The member must respond within seven (7) calendar days of receipt of notice of recall and must report for recall at a time mutually acceptable to the Superintendent and the member. Members who fail to respond will be considered to have resigned.

- F. Laid off members shall be recalled in inverse order of layoff provided
   the member is certified and qualified for the vacancy.
- 3 G. For purposes of recall, a position shall be declared vacant and the recall list adhered to when the vacancy shall extend for at least fourteen (14) weeks. The member being recalled must accept the position within seven (7) calendar days or lose his/her position on the recall list. This will be classified as a regular position with the member's full salary, benefits, and privileges reinstated.
- 9 H. Refusal of an offer for less than a full-time position shall not 10 constitute grounds for removal from the recall list.
- I. Recalled members shall be entitled to all previously accumulated benefits.
- 13 J. Those members who have been working part-time by choice are not 14 eligible for a full-time position during the contractual year but may 15 request full-time employment for the following year. Upon receipt of 16 this request the member will be placed according to seniority and 17 qualifications.
- 18 K. All members on layoff or partial layoff will be placed on the substitute teachers list at their request.

## ARTICLE XI

## EVALUATION

- 20 A. The entire evaluation document entitled, "A System for Teacher Appraisal", is the formal instrument for appraisal of teachers in the 2 Sault Ste. Marie Area Public Schools.
- 23 B. Evaluations shall be conducted by the member's immediate supervisor or 24 an administrator otherwise familiar with the member's work who shall be 25 designated by the Superintendent or his designee.
- Nothing in this clause shall restrict the Board from further evaluation of member performance by the use of professionally qualified experts designated by the Superintendent, with notification to the Association President.

## 30 C. Evaluation Procedures.

- The usual evaluator\* shall inform the teacher of the upcoming appraisal prior to the evaluation. The evaluation shall take place on the cycle and within contract stipulations stated in the Master Agreement. (A record of the cycle shall be available in the office of the principal of each respective school building as well as in the Personnel Office). Any change from this procedure shall be by mutual agreement in writing.
- 38 Evaluation of a teacher assigned to a (1) new division, and/or (2) 39 a new building, shall take place within the first two years of the 40 transfer.

Teachers having (1) multiple building assignments, and/or (2) multiple supervisors, as well as (3) those whose assignments are changed within the school year, shall follow the schedule in the Appendix. 2. The evaluator shall give the evaluatee complete copies of all evaluation forms, procedures, and the timetables to be used. 6 The evaluator and the evaluatee shall meet to discuss the 3. procedure. The process shall follow the timetable for an 8 9 evaluation year. One of the following methods shall be used: 10 a. The evaluator shall state the desire for a full evaluation of All competencies will be marked. The the evaluatee. 11 12 evaluation shall follow established procedures. b. The evaluator shall review the previous evaluation and discuss 13 with the evaluatee those competencies rated as PROFESSIONALLY 14 15 COMPETENT or above, record them as such, and eliminate them from consideration. The remaining competencies to a maximum of 16 17 six shall be evaluated during the current school year. c. The evaluator shall inform the evaluatee that all skills and 18 competencies are rated PROFESSIONALLY COMPETENT or above, and 19 mark them as such and advance to step 7. 20 4. The evaluator shall initiate the actual evaluation, taking into 21 consideration that the evaluatee is appraised according to 22 expectations for teachers of similar experience and professional 23 It shall include a minimum of three (3) on-site 24 preparation. 25 observations. a. each observation lasting a minimum of thirty (30) consecutive 26 27 minutes; and a maximum of a subject area at the elementary 28 level and class period at the secondary level. b. each on-site observation being at different times of the 29 30 instructional day where possible. 31

5. Within eight (8) school days of each on-site observation, the evaluator shall provide the evaluatee with a written resume'.

6. Within ten (10) school days of each on-site observation, the evaluator and the evaluatee shall meet to review and discuss the resume'. All copies of the resume' shall be signed and dated by both parties.

The evaluator or the evaluatee may request of the Superintendent further evaluation to be made by a designated expert according to the Master Agreement. Such request must occur prior to the third on-site observation.

7. Evaluator and evaluatee shall meet to review, discuss, and sign the completed Appraisal Record. This completed document shall not be altered or changed after the signatures are affixed and the ratings therein shall continue from year to year unless or until they are changed as a result of re-evaluation. The Appraisal Record shall become a part of the teacher's permanent file, copies of which will be sent to evaluatee and evaluator. A copy shall be given to the evaluatee at the time of the final review and signing.

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- The Director of Personnel shall return a copy of the Appraisal Record, including all comments, to the evaluator and evaluatee.
- \* The term "evaluator" is the same as the term "administrator" and the term "evaluatee" is the same as the term "member" or "teacher" as stated in the Master Agreement.
- 6 D. Evaluation Timetable.

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- Within the first month of a current assignment, the evaluator shall

   inform the teacher in writing of the upcoming evaluation (the
   evaluator may choose to do this in the spring);
  - b. give to the teacher complete copies of all evaluation forms and procedures, including the evaluation timetable; and
  - c. meet with the teacher to discuss the evaluation as detailed in procedural step 3.
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  2. Within thirty (30) school days of meeting with the teacher, the
  15 evaluator shall have the first on-site observation as detailed in
  16 procedural step 4, (the teacher may also request a more prompt
  17 on-site observation, requesting a specific date).
- 18 3. By April 1st the evaluator shall complete all on-site observations.
- Within, and no later than, sixty (60) calendar days prior to June
   30th, the evaluator shall,
- a. complete the final review and discussion with the evaluatee;
   b. file all completed evaluations with the Personnel Director.
- E. The use of closed circuit television, public address or audio systems
   and similar surveillance devices shall be strictly prohibited. Nothing
   in this statement shall prevent administrators from evaluating
   instructional television performance.

## ARTICLE XII

## PROTECTION OF MEMBERS

- 27 The parties recognize their mutual responsibility for the maintenance A. 28 of control and discipline in the classroom. Whenever it appears to the 29 member or Administration that a particular pupil requires special 30 attention which cannot be provided in the classroom, or whenever it 31 appears to the member that the presence of a particular student in the 32 class will interrupt the balance of the class, the member will seek 33 relief, through the principal, or responsibilities with respect to said 34 pupil.
- 35 B. A member may send a pupil to the principal from a class when the 36 continued presence of the student in the classroom becomes intolerable. 37 In such cases, the member will immediately furnish the principal full particulars of the incident in writing. In the case of a minor 38 39 offense, the pupil shall not be returned to the class until a written 40 notice is provided by the principal. In the event of a repetition of 41 the offense, or if the nature of the violation is obscenely gross, the 42 pupil shall not be returned until after consultation between the 43 principal and the member.

- C. Any case of assault upon a member shall be promptly reported to the building principal. The Board will render all reasonable assistance to the member in connection with handling of the incident by law enforcement and judicial authorities. Time lost by a member in connection with any incident mentioned in this Article shall not be charged against the member.
- 7 D. The use of corporal punishment and force to restrain students shall comply with the provisions of the School Code of the State of Michigan, 9 and with paragraphs 3.5, 3.6, and 3.7 of the policies of the Board of 10 Education effective March, 1975. A member may use such force as is 11 necessary to protect himself, another member or administrator, or 12 student from attack, physical abuse or injury.
- 13 E. A copy of the Board policy covering Student Rights and Responsibilities
   14 will be posted in each building at the beginning of the school year.
- 15 F. The Board agrees to reimburse members for loss or damage to eyeglasses or personal clothing incurred as a result of enforcing this student discipline policy, as long as the loss is confirmed by the building principal and occurs during regular school hours or while the member is performing assigned extra-curricular activities.
- 20 G. No action shall be taken on any complaint brought against a member 21 unless the complaint is presented promptly in writing and signed by the 22 complainant.

## ARTICLE XIII

## PROFESSIONAL RESPONSIBILITIES

- A. Members are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a member may reasonably refuse to carry out an order which threatens physical safety, well-being or is professionally demeaning.
- 29 The Association recognizes that abuses of sick leave or other leaves, B. 30 chronic tardiness or absence, willful deficiencies in professional 31 performance, or other violations of discipline by a member reflect adversely upon the teaching profession and create undesirable 32 33 conditions in the school building. The Association will use its best 34 efforts to correct breaches of professional behavior by any member and 35 in appropriate cases may institute proceedings against the offending 36 member.
- 37 C. A member shall at all times be entitled to have present a 38 representative of the Association when he is being reprimanded, warned, 39 or disciplined for any infraction of rules or delinquency in 40 professional performance. When a request for such representation is 41 made, no action shall be taken with respect to the member until such representative of the Association is present. This is not to be 42 43 construed to deny the Administration the right of immediate suspension 44 for cause nor is it permitted to delay the reprimand or warning or 45 disciplining beyond a twenty-four (24) hour period. Such suspension 46 shall be at full pay until action by the Board for change in status.

D. No member shall be disciplined, reprimanded, reduced in rank or 1 2 compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, 3 compensation, or advantage asserted by the Board or representative 4 thereof shall be subject to the professional Grievance Procedure hereinafter set forth. All information forming the basis for 5 6 disciplinary action will be made available to the member and to the 7 8 Association if requested in writing by the member.

E. Nothing herein is to be construed as limiting the Board and 9 10 Administration in its administrative rights within the school system.

## ARTICLE XIV

## PROFESSIONAL COMPENSATION

#### 11 A. Military Service

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- 12 1. Military service may be classified for salary purposes as full teaching service if the member 13 14
  - a. taught previous to entering service;
    - b. completed Michigan requirements for practice teaching previous to service:
      - held a teaching certificate previous to service. c.
- 2. Nothing in this section on Military Service is to be construed as 18 denying privileges granted under this section to persons employed 19 20 prior to the signing date of this Agreement.
- B. Non-Degree Vocationally Certificated Members shall be paid according to 21 22 the following schedule:
- 23 Non-Degree Schedule - has no college or less than one year accredited 24 work shall receive 16% less than his step at the B.A. level.
- 25 One Year Accredited College Work - shall receive 12% less than his step 26 at the B.A. level.
- Two Year Accredited College Work shall receive 8% less than his step 27 28 at the B.A. level.
- 29 Three Year Accredited College Work - shall receive 3% less than his 30 step at the B.A. level.
- 31 Four Year Accredited College Work - shall receive his step at the B.A. 32 level.
- 33 C. Certified nurses shall be paid in accordance with the above Section B.
- Personnel Not On Schedule Personnel who for any reason were hired 34 D. below the salary schedule prior to June 30, 1977, shall receive two (2) 35 36 increments each year until they are on schedule.
- The Administration agrees to put all AEDC members on a salary basis. The salary is to be computed on the existing negotiated 37 38 39 payment per hour worked. The first pay of the salary will occur 40 after the employee has worked no less than two weeks. With the 41 agreement to transform the pay on a salary basis, no vouchers will 42 be necessary.

- All those members who are teaching classes that do not fit into the the semester schedule will have the option of being paid either in lump sum at the end of the number of specified hours, or by payroll voucher.
- 5 E. Effective July 1, 1978, teachers on half steps at or above Step 7 of 6 the salary schedule shall be advanced to the next full step. Effective 7 July 1, 1979, all other teachers at a half step on the salary schedule 8 shall be so advanced.
- 9 1. The Administration agrees to raise AEDC members to their step in accordance with the number of years served. Validated certified 11 teaching experience outside the Sault School system shall be 12 included in calculating individual salary steps up to five (5) 13 years.
- 14 F. Newly hired or returning teachers accepting responsibility for two (2) 5 6-week periods of teaching will be advanced to the next salary step at 16 the beginning of the next teaching year.
- 17 G. <u>Credit from Other Schools</u> Effective July 1, 1987, the Board shall grant to newly hired teachers experience credit on the salary schedule equal to the actual teaching time served with proper certification and qualifications.
- H. The member receiving a Master's Degree or completing the requirements for it before the start of the school year will be paid on the Master's
   Degree schedule. Any member receiving a Master's Degree during the school year or completing the requirements during the school year will not receive the Master's Degree salary until the following school year.
- 26 I. Pay check will be issued or made available for individual pick-up every other Friday, or on the day before the regular pay Friday if the pay Friday is a holiday. The Administration agrees to provide a copy of a 29 print-out to the Association by the end of each semester, which will include the following information for each teacher: total earnings and fiscal earnings to date.
  32 and FICA withholding to date.
- 33 J. Members may volunteer to substitute in their major or minor areas when 34 asked, and further may be asked to substitute in non-major/minor areas 35 if no qualified classroom internal substitute is available for a given 36 area. In the event of an extreme emergency, the administrator in 37 charge of a building or program may direct a member to substitute in the case of a serious injury, illness, or critical family situation. 38 39 However, when a substitute is needed for one-half day or more, every 40 effort will be made to obtain an external substitute. Internal subbing 41 will be paid for at the rate of \$.001 of the base salary per class 42 period.
- 43 K. <u>Sixth Hour Salary</u> A member in the secondary schools who is required 44 to teach an additional period beyond the normal assignment shall be 45 paid sixteen percent (163) of his/her normal base salary.
- 46 L. The Administration will continue to work toward differentiating on the 47 check stub, the hours worked in each program and the rates of pay 48 thereof.

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- 1 Special Education - Extended Year - Special education teachers working Μ. 2 an extended school year will be paid 1/183rd of their current salary 3 for each additional day worked beyond 183 days per year.
- 4 Insurance Benefits. The following insurance benefits are made N. 5 available by the Board to the members:
- 6 The Board shall provide, without cost to the employee, MESSA Super 1. 7 Med II protection for a full twelve-month period for the employee's 8 entire family. When appropriate, MESSA-Care and Medicare premiums 9 will be paid on behalf of eligible employees, spouses, or 10 dependents, or equivalent coverage under Blue Cross/Blue Shield at a total rate not to exceed the rate of MESSA Super Med II.
- 12 The Board shall provide, without cost to the AEDC employees, 13 working thirty (30) or more hours per week. MESSA Super Med II. 14 single subscriber protection for a full twelve-month period for the 15 employee.
- 16 2. The Board shall provide Group Life Insurance in the amount of 17 \$20.000 per member.
- 18 3. Long-Term Disability at 60% of contract amount after 180 days.

- 19 4. Individual Dental Insurance - The Employer shall provide without 20 cost to the bargaining unit member the MESSA/DELTA Dental Plan Auto 21 + with Orthodontic Rider 008 plus the corresponding adult orthodontic rider, including internal and external coordinating of 22 23 benefits (COB) for all bargaining unit members and their eligible 24 dependents as defined by MESSA.
- 25 The employer shall provide without cost to the bargaining unit member the equivalent coverage of MESSA Vision Care Plan III 26 27 including internal and external coordination of benefits (COB) for 28 all bargaining unit members and their eligible dependents as 29 defined by MESSA. The coverage will be obtained by competitive 30 bidding.
- Bargaining unit members not electing health insurance coverage 31 6. 32 shall apply up to the amount of the Super Med 2 single subscriber premium toward the MESSA and/or MEALS Fixed Option programs as 33 34 determined by the Association. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA 35 Variable Options and/or Michigan Educators Financial Services 36 37 Education Association (MEFSA) Annuities, and/or Michigan 38 Association Legal Services (MEALS). Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment 39 40 period shall be provided whenever premium subsidy amounts change 41 for the groups.

42 In the event the said options become taxable, the Board shall not 43 be liable for said taxes.

- O. Those individuals employed from September through June shall have all contractual insurance benefits paid through August for a period of twelve (12) months. Individuals under contract for less than a full year shall have their insurance premiums paid by the Board on a pro-rate basis for that period of the contractual year actually worked.
- 6 P. Those who terminate their employment prior to the end of the school year shall have benefits terminated with the end of employment.

8 Q. An employee working less than half time shall not be eligible for any 9 fringe benefits. Half time means employed a minimum of three (3) hours 10 per day in a regular day program.

R. The salary of members leaving prior to the end of the school year will
 be prorated on a daily basis for the actual number of days in the
 contract for that year.

- 14 S. A member who exceeds sick leave entitlement at a given time in a particular year will have his salary deducted. This will later be 16 reimbursed at the conclusion of the school year to the member when the 17 sick leave is earned within a given year.
- 18 T. The Board may elect to pay tuition and fees for Board approved schooling or workshop experience concerning professional growth in the 19 field of the individual member's classroom responsibilities, provided 20 that the teacher has made application forty-five (45) calendar days in 21 advance and that the Board has specifically approved this application. 22 The time required may be waived by the Board in special cases. Should 23 the Board disapprove the application, the petitioner will have the 24 right to request in writing a justification for the denial. 25
- If credit earned through a board financed workshop or education
   experience is counted toward an advanced degree or credited for a
   salary adjustment, the Board will deduct from said member's salary
   an amount equal to the amount paid by the Board under this clause.
   This clause is not subject to Grievance Procedures.
- Procedures for application will be established jointly between the
   Association and the Board.

## ARTICLE XV

## LEAVE PAY

## 33 A. Sick Leave.

1. A first year member may get full pay and full sick leave each pay 34 period if he stays the full contract year. Any member leaving 35 before the full year contract will only be credited with a 36 proportioned amount of earned sick leave. If sick leave exceeds 37 earned sick leave, equivalent pay will be deducted. A member will be allowed one and one-half (12) sick leave days per school month. 38 39 Sick leave shall be sixteen (16) days per year, three of which may 40 be used for personal leave. Sick leave will be unlimited in 41 42 accumulation as of the school year 1978-79.

- 1 2. The AEDC members will receive 2.5 sick leave days per semester.
- Sick leave days will be taken in blocks of one-half (2) days.
- B. Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall be covered.
- 7 C. Anticipated Prolonged Disablity Leave In the case of an anticipated prolonged disability leave covered under this provision (i.e., heart by pass, pregnancy, etc.) the member may be requested by the administration to provide a physicians statement that there is no medical reason why the member cannot continue to perform services until the beginning date of the leave.
- 13 The member shall be eligible to return from an anticipated prolonged 14 disability leave upon filing a physician's statement that the member is 15 physically fit for full time employment.
- D. At the recommendation of the Superintendent, the Board may require a 16 member to submit to an examination by appropriate specialist(s), 17 selected by the member and paid by the Board, to determine whether 18 involuntary sick leave or retirement is warranted. The Board may 19 20 require a second opinion from a Board appointed specialist at Board The results of examinations at Board expense shall be 21 expense. forwarded to the Board by the examining specialist(s). The member 22 must sign a waiver authorizing release of results of 23 these 24 examinations to the Board.
- 25 E. In the event of absence of a member for illness in excess of four (4) 26 consecutive working days, the Board may require the member to present a 27 physician's verification of illness unless the school nurse has 28 verified it. This is not to preclude the right of the Board to provide 29 for school nurse visitation at any time.
- 30 F. In the event that twenty percent (20%) of the members shall claim sick 12 leave on a given day, the Board shall have the right to request such 12 verification for that given day.
- 33 G. Prior to the beginning of each school year, the Board shall provide to 34 each member an up-to-date account of his accumulated sick leave.
- 35 H. Worker's Compensation. Any member who is absent because of injury or disease compensable under Michigan Worker's Compensation Act shall receive from the board the difference between the allowance under the Act and his regular salary for a period of time that funds from his accumulated sick leave will provide.
- 40 I. <u>Personal Leave</u>. The parties agree there may be parsonal conditions or circumstances which may require member absenceism for other reasons 42 than heretofore mentioned. A personal leave day may be used for any 43 purpose at the discretion of the member. The Board agrees that such 44 leave shall be deducted from sick leave and may be used under the 5 following conditions:

- Non-tenure members will receive two (2) personal leave days; tenure members will receive three (3) personal leave days. Effective 1989-90, nontenure teachers will receive three (3) personal days.
- 2. Personal Leave Days shall be restricted to use by no more than 20% of a building's staff per day. The restricted number can be no less than two (2) to use by no more than 20% of a building's staff per day. The restricted number can be no less than two (2) in buildings with small numbers of staff.
- 9 J. Members desiring to use such leave shall notify their building principal or immediate supervisor on the application form, provided by 11 the Board, at lease five (5) working days in advance of the anticipated 12 absence. In cases of emergency, approval must be granted by the 13 Superintendent or his designated representative. In such cases, the 14 member shall apply as soon as possible. This form must be filed with 15 the principal or immediate supervisor.
- 16 K. It is further understood such leave shall not be granted for the first 17 or last day of the school year nor on the first working days preceding 18 or following a vacation period or holiday, except in cases of extreme 19 emergency. The member must have the approval of the immediate 20 supervisor on such emergency leaves.
- 21 L. Additional Forms of Leave Available to Members:

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- 1. A maximum of three (3) days per school year for family illness in 22 the immediate family. The term immediate family shall be inter-23 preted as husband, wife, mother, father, brother, sister, children, 24 grandchildren, father and mother-in-law, aunt and uncle of member, 25 26 brother and sister-in-law, daughter and son-in-law, son and daughter-in-law and grandparents of member or spouse, this also 27 includes a dependent living in the immediate household. The term 28 household is interpreted as those who dwell under the same roof and 29 30 comprise a family or domestic establishment.
- 31 2. A maximum of five (5) days for each death in the immediate family or household. The term immediate family shall be interpreted as 32 husband, wife, mother, father, brother, sister, children, grand-children, father and mother-in-law, aunt and uncle of member, 33 34 brother and sister-in-law, daughter and son-in-law, son and 35 36 daughter-in-law and grandparents of member or spouse, this also includes a dependent living in the immediate household. The term 37 household is interpreted as those who dwell under the same roof and 38 comprise a family or a domestic establishment. 39
- 40 3. A maximum of ten (10) days per school year for members called into 41 temporary active duty of any unit of the U. S. Reserves or the 42 Michigan National Guard, provided such obligations cannot be 43 fulfilled on days when school is not in session.
- 44 4. A member called for jury duty or to give testimony before any 45 judicial or administrative tribunal shall be compensated for the 46 difference between the teaching pay and the pay received for the 47 performance of such obligation.

M .. Sabbatical Leave. Members who have been employed in the Sault Ste. 1 Marie Public Schools for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the member shall 2 3 4 be considered to be in the employ of the Board and shall be paid his 5 full annual salary rate. Said pay will be administered through a bank 6 loan under rules and regulations to be established by the Board with 7 loan forgiveness to the member at the rate of month return to work for 8 month on leave, wherein the member shall be forgiven said loan in full 9 upon completion of the number of months service return to the school 10 district as granted in the leave. Any period spent on sabbatical leave 11 shall be treated as teaching service for the purposes of applying the 12 salary schedule set forth in this Agreement. The Board shall establish rules and regulations and determine the amount of appropriation for 13 14 this purpose. It is agreed that sabbatical leaves shall be granted for 15 members to pursue study or research in their particular field of employment in the Sault Ste. Marie Area Public Schools. 16

- 17 Professional Association Leave. Recognizing that compatible and N. fruitful relationships between the Board and the Association result 18 when each is fully informed and suitably knowledgeable, the Board 19 agrees that those members who are members of the State Board of 20 Directors of the Association, State Committees of the Association, and 21 State Commissions of the Association shall receive professional 22 association leave consistent with the Master Agreement. This shall 23 also apply to similar offices in the National Education Association. 24
- Leave with pay shall be authorized not to exceed two (2) days for one (1) delegate for each 150 members or major fraction thereof to represent the members at the Annual Representative Assembly of the State Association.
- Leave days shall be limited to fifty (50) per year excluding those
   days used by the Association President. No member shall use more
   than ten (10) days per year with the exception of the Association
   President's unlimited leave days.
- The Association shall take the responsibility for paying the amount of any substitute's salary in such cases. The Superintendent will determine in all above cases whether the substitute is satisfactory for a particular member.
- 37 Professional Development Days shall not be included in the above 38 limitations.
- 39 3. The Board will grant the Association President released time from 40 teaching duties upon the President's request to the Superintendent. 41 The Board will bill the Association the full cost of substitute 42 time while the President is released from regular teaching duties.
- Professional Leave for Curriculum and Education Purposes. Members may 43 0. be granted a leave of absence with pay for administration-approved 44 45 visitations at other schools or attending meetings or conferences of an educational nature. The number of members allowed to leave at any one time will be within the discretion of the administration. Such leave 46 47 is intended to include educational conferences as they may be conducted 48 by the MEA, NEA, Department of Education, subject matter departments, 49 50 and others that are normally recognized within our State.

- P. The Association hereby agrees to encourage, maintain, and establish ethical standards on the use of sick leave, personal business leave, family critical illness leave, and related forms of leave.
- 4 Q. Members teaching both day school and AEDC who participate in approved 5 activity connected with their day school assignment shall suffer no 6 loss of pay for the class time missed.

## ARTICLE XVI

## LEAVE OF ABSENCE WITHOUT PAY

- A. Permanent members covered by this Agreement shall have the right to
   make application to the Superintendent or his designate for a leave of
   absence without pay. Granting of such leave shall be at the sole
   discretion of the school district.
- 11 It is further understood that such leave shall not be granted for the 12 first or last day of the school year, nor on the first working days 13 preceding or following a vacation period or holiday, except in cases of 14 extreme emergency. The member must have the approval of the immediate 15 supervisor on such emergency leaves.
- 16 If the leave is granted, seniority shall be retained and accumulated 17 during the period of leave.
- 18 During any leave of absence without pay of more than fifteen (15) 19 consecutive calendar days, a member will not accrue leave credit or 20 seniority. A member will no longer be eligible for Board paid fringe 21 benefits including but not limited to hospitalization. The member may 22 continue coverage at his or her own expense.
- 23 Leave of absence less than fifteen (15) days shall not be subject to 24 this clause.
- 25 B. Return From Leave. Upon return of the member from leave, all benefits accrued before leave will be restored. Sixty (60) days prior to 26 expiration of the leave the member will notify the Superintendent in 27 writing of his intentions. Failure to do so shall be considered as 28 29 resigning from service in the district, and may prevent the reinstatement. The Superintendent, upon notification, will take the 30 necessary steps to complete the termination of leave. A member, upon 31 32 return from leave, shall be restored to his former position if vacant 33 and available to be assigned to another position for which he is 34 qualified.
- 35 C. Any member who while on leave of absence takes employment as a member 36 in another district or in any other way violates the terms of his leave 37 shall be deemed to have terminated his relationship with the Sault Ste. 38 Marie Area Public Schools and there shall be no further obligation upon 39 the Board.

## 1 D. Child Care Leave.

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- Child care leave without pay is available to any bargaining unit member upon request. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The purpose of Child Care Leave shall be for caring for a new born child, an adopted child, or a seriously ill child.
  - 2. In order to provide for continuity within the classroom between pupil and member, the member shall notify the Superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the member's replacement.
- 3. Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the member was declared eligible for re-employment. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- 18 In the event of death of the object child of the leave, the leave 19 of absence may be terminated upon request of the bargaining unit 20 member.
- 21 The granting of such leave will in no way interrupt seniority and 22 rights attendant thereto during the first year of the leave only.
  - A member may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board.
- 26 5. Any member returning from a leave of absence without pay that is 27 not occasioned by a medical emergency shall be permitted to return 28 at the end of a marking period.
- 29 Political Leave. The Board may grant a leave of absence without pay to Ε. 30 any member to campaign for a public office if consistent with Board policies on leaves. However, if such campaign is successful and the 31 member must hold office for more than one (1) year, he will be 32 considered to have resigned his position. A member elected to a public 33 office, such as a City Commissioner, which meets regularly in the evening may on occasion be required or invited to attend special 34 35 functions of said body. Permission to attend such events may be 36 granted by the Superintendent at no cost to the school district when 37 advanced notice is given. The Board and the Association recognize this 38 as a civic responsibility. Similar leaves may be granted by the 39 40 Superintendent for other civic functions.
- 41 F. Education Leave. Leaves for absence without pay may be granted upon 42 application for the following purposes:
- 43 1. Study related to the member's certification field.
- 44 2. Study to meet eligibility requirements for certification other than 45 that held by the member.
- Study, research, or special teaching assignment involving probable
   advantage to the school system.
- 48 4. Any other reason approved in advance by the Superintendent of 49 Schools.

G. State Association Leave. Members who are officers of the State 1 Association may be granted a leave of absence without pay for not more 2 than one (1) school year if requested or suitable leave may be worked 3 out mutually at the request of the member. Members who become 4 full-time members of the Association professional staff may be granted 5 leave of absence for not more than one (1) year without pay if 6 consistent with Board policies on leaves of absence. 7

H. Insurance may be continued at the expense of the teacher for the 8 duration of the leave at group rates. 9

## ARTICLE XVII

## SCHOOL CALENDAR

- For the entire term of this Agreement, the school calendar shall be as 10 A. set forth in Appendix D. There shall be no deviation from or change in 11 the school calendar except by mutual agreement of the Board and the 12 13 Association.
- B. The calendars for 1987-90 shall encompass 183 days in session. There 14 will be 180 days of student attendance, three (3) work days, two (2) 15 half-days; to be placed before two (2) of the three (3) major breaks. 16
- C. The AEDC calendar will include the dates of the six weeks marking 17 periods and exceptions to the regular calendar. 18

## ARTICLE XVIII

## GRIEVANCE PROCEDURE

19 Definitions A.

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- 1. A grievance is a written complaint upon an event or condition which 20 is allegedly in violation of this Agreement. 21
  - 2. The "grievant" is the person or persons making this claim.
    - 3. The term "member" is defined in Article I of the Agreement.
- 23 4. A "party of interest" is the person or persons who might be 24 required to take action or against whom action might be taken in 25 order to resolve the problem. 26
- 27 5. The term "days" shall mean working days.

The primary purpose of this procedure is to secure, at the earliest 28 B. level possible, equitable solutions of the problems of the parties. 29 Both parties agree that those proceedings shall be kept as confidential 30 as may be appropriate at each level of the procedure and information shall be shared only on a "need-to-know" basis. Nothing contained 31 32 herein shall be construed as limiting the right of any person or group 33 with a grievance to discuss the matter informally with any appropriate 34 member of the administration or proceeding independently as described 35 in Section E of these procedures. 36

#### 37 C. Structure

The building principal shall be the administrative representative when 38 39 the particular grievance arises in that building.

1 The Board hereby designates the Superintendent as its representative 2 when the grievance arises in more than one school building.

## 3 D. Procedure

4 The number of days indicated at each level should be considered as 5 maximum and every effort should be made to expedite the process. The 6 time limits may be extended by mutual consent.

7 If the grievance is filed on or after June lat, the time limits may be 8 reduced in order to effect a solution prior to the end of the school 9 year or as soon thereafter as is practical.

10 Before submitting a grievance, the claimant shall discuss it with his 11 immediate supervisor individually or together with his Association 12 representative.

- 13 Procedure No. 1
- Level One In the event the grievance is not settled through an informal discussion, a written grievance shall be submitted to the principal or administrator involved. This written grievance may be presented by the aggrieved person individually or jointly with the Association representative.
- 19 2. Level Two - In the event the grievant is not satisfied with the disposition of his grievance at Level One, or if no decision has 20 21 been rendered within seven (7) days after presentation of the grievance, he shall immediately process the claim with 22 the Within seven (7) days from receipt of the 23 Superintendent. grievance by the Superintendent, he shall render a decision as to 24 25 the solution. This decision shall be in writing.
- 3. Level Three In the event the grievant is not satisfied with the 26 27 disposition at Level Two or if no decision has been rendered in 28 writing within seven (7) days from date of receipt of grievance by the Superintendent, said grievant may refer the grievance through 29 30 the Association or individually in writing to the Board. Within 31 seven (7) days from the receipt of the written grievance by the Board, it shall meet with the Association representative and/or 32 grievant for the purpose of arriving at a mutually satisfactory 33 solution. A decision by the Board shall be rendered within seven 34 (7) days, in writing. 35
- 36 4. Level Four - In the event that the grievance is not satisfactorily resolved at Level Three within seven (7) days or if no disposition 37 has been made within the period provided, the grievance may be 38 submitted to an arbitrator selected by the American Arbitration 39 40 Association for binding arbitration on the language of the agreement in accord with the rules and procedures of the American 41 Arbitration Association. The cost of the arbitration shall be 42 divided equally between the Board and the Association. 43

Procedure No. 2

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 Level One - In the event that the Board or an agent of the Board has a complaint in violation of this Agreement against a member of the Association or group of such members, such complaint shall be discussed informally by the said agent or appointed representative of the Board with the person or persons who is or are the alleged source of the complaint.

In the event the alleged grievance is not settled through informal discussion, a written grievance shall be submitted to the Association which shall determine whether such grievance is a violation of this Agreement.

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   If a violation of the Agreement is determined, it shall be referred

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   to the Association who shall process it as follows:

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   The Association shall recommend to the Administration, after

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   consultation with the persons or group concerned,
- a. that a reprimand be entered in the member's file. If violation
   persists, it shall be agreed that it is a valid reason for
   dismissal without further hearing.
- 19 b. that the Association will not support further grievance of the 20 member in this matter.
- 21 c. that the Association recommend that the member be dismissed.
  - d. that the Association will take other action that the Association deems necessary.
- 2. Level Two In the event that the grievance is not satisfactorily 24 resolved at Level One within seven (7) days or if no disposition 25 has been made within the period provided, the grievance may be 26 27 submitted to an arbitrator selected by the American Arbitration 28 Association for binding arbitration on the language of the 29 agreement in accord with the rules and procedures of the American Arbitration Association. The cost of the arbitration shall be 30 31 divided equally between the Board and the Association.

#### 32 E. Rights of Representation

33 Any party of interest may be represented at all meetings and all 34 hearings at any level of the grievance procedure by another member or 35 another person;

36 Provided, however, that any member may in no event be represented by a 37 person acting as an officer, agent, or other representative of any 38 organization other than the Association;

39 Provided further, that when a member is not represented by the 40 Association, the Association shall have the right to be present and to 41 state its views at all stages of the grievance process.

## 1 F. Miscellaneous

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- A grievance may be withdrawn at any level without prejudice. However, if in the judgment of the Association representative the grievance affects a group of members, the Association may present the grievance at the appropriate level.
- A grievance and the disposition of the grievance at Level One shall be placed in writing. Decisions rendered at all levels shall be in writing and promptly shall be transmitted to the person who signs the grievance.
- 3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation except that such participation shall not give immunity for wrongdoings, professional ethics violations or any other charges that may result from information disclosed during the grievance procedure.
- 4. Forms for filing and processing grievances shall be designed by the
   Board and the Association, shall be prepared by the Superintendent,
   and shall be given appropriate distribution so as to facilitate the
   operation of the grievance procedure.
- 5. Access shall be given to all parties on a "need-to-know" basis to information necessary for the determination and processing of the grievance.
- 23 6. The following matters shall not be the basis of any grievance filed 24 under the procedure outlined in this Article:
  - a. The termination of service of or failure to re-employ any probationary member.
    - b. The placing of a non-tenure member on a third year of probation.
    - c. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures, specified in the Teacher Tenure Act (Act IV of Public Acts, Extra Session, 1937 of Michigan, as amended).
- 34 7. If a member does not file a grievance, in writing, within fifteen 35 (15) days after the occurrence, then the grievance shall be 36 considered as waived. Administration may, upon request of the 37 aggrieved person or his representative, waive this section on 38 behalf of the member.
- 39 8. Failure of Administration to answer at any level within the period 40 automatically allows the aggrieved person to process his grievance 41 to the next level. Failure to process the grievance to the next 42 level within fifteen (15) days after initially filing a grievance 43 at the level automatically waives the grievance.

9. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

### ARTICLE XIX

## CURRICULUM REVIEW COMMITTEE

- The Board will, through its designated administrators, provide for the 8 A. carrying out of the determination of curriculum and curriculum revision 9 through a careful evaluation of professional recommendations of the 10 11 teaching staff by working both with individual members and appropriate member groups. Nominations for memberships on special curriculum study 12 groups may be provided by the Association upon request of 13 14 Administration.
- B. <u>In-Service</u>. In recognition of the rapid expansion of knowledge in all disciplines, the parties agree to establish an in-service committee composed of four (4) persons appointed by the Superintendent representing the Board and three (3) persons appointed by the Association.
- 19 The committee shall organize itself to plan, conduct and evaluate in-20 service education for days in which all professional personnel are in-21 volved for in-service training.
- 22 The committee shall be called together prior to the beginning of the 23 school year by a member of the Board committee to adequately plan 24 in-service education.
- AEDC staff members will attend present inservice activities with pay if required by the Administration.

#### ARTICLE XX

#### NEGOTIATION PROCEDURES

It is contemplated that terms and conditions of employment provided in 27 ٨. this Agreement shall remain in effect until altered by mutual agreement 28 in writing between the parties. Nevertheless, because of the special 29 30 nature of public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the 31 32 parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual 33 34 discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives 35 for discussion, furnishing necessary information, and otherwise 36 37 constructively considering and resolving any such matters. Either 38 party may request discussions leading to the resolution of specific 39 matters.

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1 B. Neither party in any negotiations shall have any control over the 2 selection of the negotiating or bargaining representatives of the other 3 party and each party may select its representatives from within or 4 outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the 5 6 parties mutually pledge that their representatives will be clothed with 7 all necessary power and authority to make proposals, consider 8 proposals, and make concessions in the course of negotiations.

9 C. If the parties fail to reach an agreement in any such negotiations of ther party may invoke the Labor Mediation's machinery of the State Labor Mediation Board at any time it may so deem it or at the termination of the Agreement may take any other lawful measures it may deem appropriate.

- 14 D. It is contemplated that terms and conditions of employment provided in 15 this Agreement shall remain in effect until altered by mutual agreement 16 in writing between the parties. Nevertheless, because of the special 17 nature of the public educational process, it is likewise recognized 18 that matters may from time to time arise of vital concern to the 19 parties which have been fully or adequately negotiated between them. 20 It is in the public interest that the opportunity for mutual discussion 21 of such matters be provided. The parties accordingly undertake to 22 cooperate in arranging meetings, selecting representatives for otherwise 23 discussion, furnishing necessary information and 24 constructively considering and resolving any such matters.
- 25 E. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

### ARTICLE XXI

## ACADEMIC FREEDOM

29 We believe that students should be exposed to real life learning situations 30 in order to develop standards and values that equip them to make mature 30 decisions in adult life. This involves dealing with controversial and/or 32 accepted issues which will be presented in a professional manner. We 33 believe it desirable that the Administration should be informed and that 34 there should be communication between member and Administration.

#### ARTICLE XXII

#### MAINTENANCE OF STANDARDS

35 All conditions of employment and professional performance shall be 36 maintained at no less than the highest minimum standards in effect in the 37 district at the time this Agreement is signed.

## ARTICLE XXIII

#### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments
   between both parties and may be altered, changed, added to, deleted
   from, or modified only through the voluntary mutual consent of the
   4 parties in a written and signed amendment to this Agreement.
- 5 B. Any individual contract with a member heretofore executed shall be 6 expressly made subject to and consistent with the terms of this or 7 subsequent agreements to be executed by the parties.
- 8 C. This Agreement shall supersede any rules, regulations, or practices of 9 the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 15 E. No polygraph or lie detector device shall be used by the Board of Education in any investigation of any teacher.
- 17 F. Copies of this Agreement shall be printed at the expense of both parties and presented to all members now employed, hereafter employed, or considered for employment by the Board.

#### ARTICLE XXIV

#### DURATION

- 20 This Agreement shall remain in full force and effect until June 30, 1990, 21 or until a new agreement is negotiated or ratified.
- 22 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and 23 seals.
- 24 SAULT STE. MARIE AREA PUBLIC SCHOOLS

25 Superin 26 27

SAULT EDUCATION ASSOCIATION, INC.

## APPENDIX A

## TEACHERS SALARY SCHEDULE 1987-88

BASE \$16.572.00

		CERTIFIED		CERTIFIED		CERTIFIED
STEP	FACTOR	B.A.	B.A.+ 20	M.A.	M.A.+ 20	6-YEAR
1	1.00	16,572	16,872	17,898	18,198	19,224
2	1.06	17,566	17,866	18,972	19,272	20,377
3	1.12	18,561	18,861	20,045	20,345	21,530
4	1.18	19,555	19,855	21,119	21,419	22,684
5	1.24	20,549	20,849	22,193	22,493	23,837
6	1.31	21,709	22,009	23,446	23,746	25,183
7	1.38	22,869	23,169	24,699	24,999	26,528
8	1.46	24,195	24,495	26,131	26,431	28,066
9	1.54	25,521	25,821	27,563	27,863	29,604
10	1.62	26,847	27,147	28,994	29,294	31,142
11	1.71	28,338	28,638	30,605	30,905	32,872
12	1.83	30,327	30,627	32,753	33,053	35,179

BA SCHEDULE - Must hold a degree from an accredited college or university. Must have a teaching certificate from the State of Michigan in his or her area of competency.

MA SCHEDULE - Must hold a degree from an accredited college or university. Must have a teaching certificate from the State of Michigan in his or her area of competency. Must have a Master's Degree from an accredited university.

6-YEAR SCHEDULE - Must meet all of the following requirements;

BA or BS Degree from an accredited college or university.

MA Degree from an accredited college or university.

A 6-Year Degree from an accredited college or university.

A teaching certificate from the State of Michigan in the area of competence.

BA+20 - This means that \$300 is added to the particular step. MA+20 - For example, base \$16,572.00 - BA+20 = \$16,872.00 The twenty (20) semester hours beyond the BA and the MA Degree must be in the member's field of study or be applicable to an advanced degree. A member's field in secondary grades, 9-12, will be interpreted to mean a major or minor field of study or work towards an advanced degree in the field of study.

Salary adjustments into a higher salary scale for advanced training must be requested on the provided form and sent to the Personnel Office on or before November 1st in order to receive a salary credit for the year. Work must be completed prior to start of the school year.

## TEACHERS SALARY SCHEDULE 1988-89

BASE \$17,235.00

		CERTIFIED		CERTIFIED		CERTIFIED
STEP	FACTOR	B.A.	B.A.+ 20	M.A.	M.A.+ 20	6-YEAR
1	1.00	17,235	17,535	18,614	18,914	19,993
2	1.06	18,269	18,509	19,731	20,031	21,192
3	1.12	19,303	19,603	20,847	21,147	22,392
4	1.18	20,337	20,637	21,964	22,264	23,591
5	1.24	21,371	21,671	23,081	23,381	24,791
6	1.31	22,578	22,878	24,384	24,684	26,190
7	1.38	23,784	24,084	25,687	25,987	27,590
8	1.46	25,163	25,463	27,176	27,476	29,189
9	1.54	26,542	26,842	28,665	28,965	30,789
10	1.62	27,921	28,221	30,154	30,454	32,388
11	1.71	29.472	29,772	31,830	32,130	34,187
12	1.87	32,229	32,529	34,808	35,108	37,386
	and the second second second					

TEACHERS SALARY SCHEDULE 1989-90

BASE \$17,924.00

		CERTIFIED		CERTIFIED		CERTIFIED
STEP	FACTOR	B.A.	B.A.+ 20	M.A.	M.A.+ 20	6-YEAR
1	1.00	17,924	18,224	19,358	19,658	20,792
2	1.06	18,999	19,299	20,519	20,819	22,039
3	1.12	20,075	20,375	21,681	21,981	23,287
4	1.18	21,150	21,450	22,842	23,142	24,534
5	1.24	22,226	22,526	24,004	24,304	25,782
6	1.31	23,480	23,780	25,359	25,659	27,237
7	1.38	24,735	25,035	26,714	27,014	28,693
8	1.46	26,169	26,469	28,263	28,563	30,356
9	1.54	27,603	27,903	29,811	30,111	32,019
10	1.62	29,037	29,337	31,360	31,660	33,683
11	1.71	30,650	30,950	33,102	33,402	35,554
12	1.91	34,235	34,535	36,974	37,274	39,712

#### APPENDIX B

#### RETIREMENT AND TERMINAL LEAVE

A. To be eligible, a person must have a combined service and age of 75
 (seventy-five) points, service to be defined as all service accepted by
 the State Retirement Board.

4 AEDC members, who are not also teaching in the day school program, will 5 be eligible to accrue time toward the Early Retirement Program 6 effective July 1, 1987. Experience prior to July 1, 1987, shall not 7 count toward the credit required for eligibility.

- 8 B. Early retirement payment calculated on the Basis of \$225 annually for
   9 each year served in the Sault Ste. Marie Public Schools as a member or
   10 administrator up to a maximum of thirty years.
- 11 C. Said payment to be made for seven years or to age sixty-five.
- 12 D. An applicant must finalize retirement in writing no later than three 13 weeks before the start of the school year.
- 14 E. An applicant must provide proof of eligibility to apply.
- 15 F. Applicants who apply after the closing date for the current year will become eligible on July 1st of the succeeding year.
- 17 G. The member may opt to select the payments in quarterly installments, 18 monthly or annually.

19 H. Those employees who have accumulated unused sick days in excess of 150 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last seven years of employment according to the following procedure:

- Those employees who qualify for early retirement incentive will receive half (1) of the current substitute pay for each unused sick day to a maximum of one hundred (100) days.
- 26 2. Those employees not eligible for the early retirement incentive 27 will receive the current substitute pay for each unused sick day to 28 a maximum of one hundred (100) days.

## APPENDIX C

#### CO-CURRICULAR ASSIGNMENTS

- 1 A. The member may sign up for extra-curricular activities and shall be compensated at a percentage of Step 1 of the B.A. salary schedule in addition to his base salary for this extra-curricular activity. Primary consideration for these duties shall be given to members of the Association (except coaching positions shall be assigned on the basis of comparative qualifications and merit without regard to membership in the bargaining unit and seniority).
- 8 B. All positions will be posted ten (10) days prior to being filled except 9 in case of extreme emergency.
- C. If a member presently has an extra-curricular activity and wishes to keep that activity, this member shall have first consideration for this position.
   An individual may be removed if the position is handled neglectfully or inadequately.
- 15 D. All extra-curricular positions shall be non-tenure.
- E. Extra-curricular assignments are annual appointments and become binding on the Board and the member at the time the position is filled and becomes operational at the particular school.
- 19 F. The principal's decision is final in the appointment to each reimbursed 20 extra-curricular assignment.
- 21 G. In the event a member of the professional staff must use a vehicle for 22 school approved trips, a school vehicle will, if possible, be made 23 available for use plus the actual cost of expenses incurred in the use of the car. In the event a school vehicle is not available the 24 professional staff member will be paid at the rate of eighteen cents 25 26 (18c) per mile, effective February 11, 1980. Mileage shall be figured 27 using the official Michigan State highway map. Any additional mileage 28 must be documented by the professional staff member.
- 29 H. In an effort to extend limited funds and it becomes necessary for an 30 advisor to drive a school or rented vehicle, no additional 31 reimbursement will be paid to the advisor for driving the vehicle.
- 32 I. If it becomes necessary for an advisor to drive a bus on a continual 33 basis, the cost of the chauffeur's license will be reimbursed to the 34 member. Vehicles will be operated according to State code.
- 35 J. If the member is required, as part of the extra-curricular activity, to 36 take the State of Michigan Bus Drivers School, said member shall be 37 reimbursed tution fees and expenses.
- 38 K. Job descriptions will be written and both documents will be used for 99 purposes of evaluation. Job descriptions will be provided by the 40 appropriate principal.

1 L. Co-Curricular and Extra-Curricular Assignments

		2 B.A. Step 1
2	Audio Visual	
3	High School/Vocational	8.5 3
4	Junior High	3
5	Band	- 1
6	Junior High	
7	High School	16
8	Cheerleading	
9	High School, all sports	6 2
10	Hockey	
11	Pom Pons, Majorettes	4 2
12	Junior High, all sports	2
13	Data Processing	000(10/11-
14	Production Work	.000613/Hour
15	Driver Education	0000 /11000
16	Instructors	.0008/Hour
17	Family Life Coordinator	- 16
18	Fine Arts	2
19	High School Speech Club	8
20	Madrigal Singers (H.S.) if Extra- Curricular	2
21	Debate (H.S.) If Extra-Curricular	2
22	Forensics (H.S.) If Extra-Curricular	2
23	High School Class Advisors	2
24	Freshman	2
25	Sophomores	3
26	Juniors	.4
27	Seniors	16 or one (1)
28	High School Department Chairman	period re- lease time
29	High School Plays	
30	Non-Musical	4
31	Musical	
32	Director	4.5
33	Producer	2
34	Band Director	2
35	Choir Director	2
36	Choreographer	2
37	Art Director	2
38	High School Youth Organizations	
39	Advisors,	
40	DECA	2.5
41	BOEC	2.5
42	VICA	2.5
43	HOSA	2.5
44	HERO	2.5
45	FFA	2.5
46	Internal Substituting	.001/Period
47	Interscholastics	
48	Basketball	
49	High School	
50	Boys	
51	Varsity Head Coach	16
52	Junior Varsity Coach	12 7
53	Freshman Coach	,

1       Basketball (H.S.) Continued         2       Girls - Pay equated to Boys Game         3       and Practice Schedule         4       Varsity Head Coach         5       Junior High	
3 and Practice Schedule 4 Varsity Head Coach	
4 Varsity Head Coach	
5 Junior High	
	6
6 Boys, Each Grade	6
7 Girls, Each Grade	
8 Elementary Coordinator	3
9 Boys	3
10 Girls	
11 Baseball	6.5
12 Varsity Head Coach	8 (1988-89)
13	0 (1900)-097
14 Cross Country	5
15 Varsity Head Coach	6.5 (1988-89)
10	0.5 (1900-05)
17 Football	
18 High School - Full Season	16 .
19 Varsity - Head	10
20 Varsity - Assistant	12
21 Junior Varsity - Head	10
22 Junior Varsity - Assistant	7
23 Freshman - Head	5.5
24 Freshman - Assistant	4
25 Junior High, Each Team	
26 Golf	4
27 Varsity, One Season	
28 Gymnastics	6
29 High School - Varsity Coach	v
30 Hockey	16
31 Varsity Head Coach	12
32 Assistant Varsity Coach	
33 * Junior High	4
34 Athletic Director	
35 <u>Rifle</u>	3 .
36 High School Varsity	-
37	6
38 Skiing - Varsity Coach	0
39 (Boys and Girls, One Coach, Two Teams)	
40 Swimming	
41 High School Varsity	12
42 (Boys and Girls, One Coach, Two Teams)	
43 Tennis	
44 High School Varsity	6.5
45 (Boys and Girls, One Coach, One Team)	0.5
46 Trach	
47 High School	
49 Boys	8
49 Varsity Head Coach	5
50 Varsity Assistant Coach	,
51 Girls	8
52 Varsity Head Colach	5
53 Varsity Assistant Joach	3
54 Junior High - Boys	
55 Girls	. 3 .

1	Volleyball	
2	High School - Varsity	12
23	High School - Jr. Varsity	6
4	Junior High	
5	Wrestling	
	Varsity Head Coach (H.S.)	8
67	Varsity Assistant Coach	4
8	Intramurals	
9	High School, If Extra-Curricular	
10	Boys	4
11	Girls	4
12	Junior High, If Extra-Curricular	
13	Воув	4
14	Girls	4
15	Elementary, If Extra-Curricular	
16	Boys	4
17	Girls	4.
18	Maintenance	
19	Equipment	.0008/Hour
20	Publications	
21	Junior High Yearbook	3
22	High School	
23	Northern Light	
24	Advisor, If Extra-Curricular	4.5
25	Business Manager, If Extra-Curricular	3.5
26	Keynote	4.5
27	Saturday Class	rd
28	For Saturday Detention or make-up classes, the Board	shall pay 1/183
29	of the selected teacher's annual contract salary. She	Duld additional
30	teachers be needed, they shall be paid at the substitu	ute rate.
31 32	Student Council	
	Advisor, If Extra-Curricular	4
33	Supervision	0007/1
34	Noon Hour	.0007/Hour

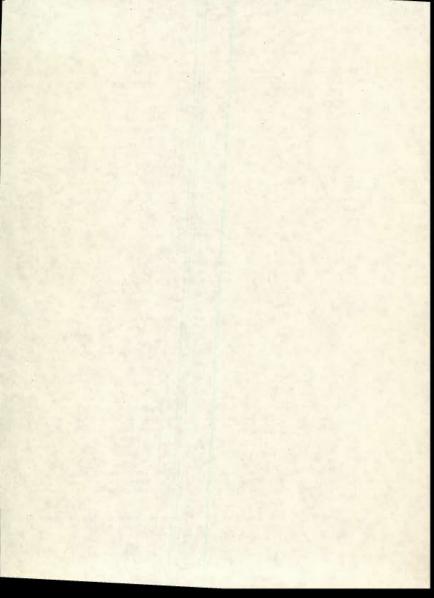
\* The Junior High Athletic Director will perform all regular athletic supervisor duties except evaluation.

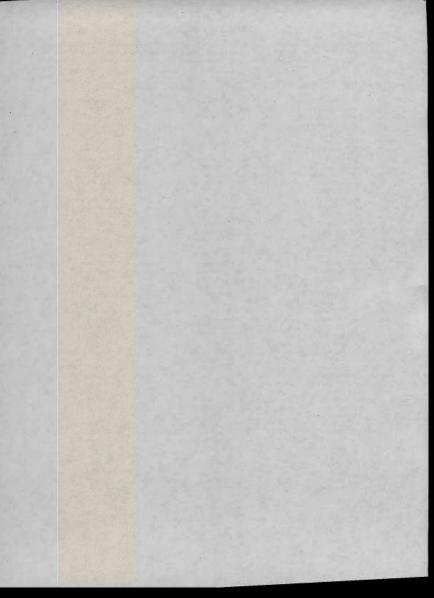
# APPENDIX "D"

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## SCHOOL CALENDAR

	1987-88	1938-89	1989-90
Teachers Report	Sept. 3	Sept. 1	Aug. 31
Labor Day	Sept. 7	Sept. 5	Sept. 4
Students Report	Sept. 8	Sept. 6	Sept. 5
Thanksgiving Break (Noon Dismissal)	Nov. 25, 26,27	Nov. 23, 24,25	Nov. 22, 23,24
Last Day of Classes Before Christmas (Noon Dismissal)	Dec. 23	Dec. 22	Dec. 21
School Resumes	Jan. 4	Jan. 3	Jan. 2
Last Day of Semester for Students	Jan. 21	Jan. 19	Jan. 18
Teachers Work Day	Jan. 22	Jan. 20	Jan. 19
Winter Break	Feb. 5	Feb. 3	Feb. 2
Last Day of Classes Before Spring Break (Full Day)	Mar. 25	Mar. 23	Apr. 6
Easter	Apr. 3	Mar. 26	Apr. 15
Easter Monday	Apr. 4	Mar. 27	Apr. 16
School Resumes	Apr. 5	Apr. 3	Apr. 17
Memorial Day	May 30	May 29	May 28
Baccala ureate	June 9	June 8	June 7
Last Day of Semester for Students	June 9	June 8	June 7
Teacher's Work Day	June 10	June 9	June 8
Commencement	June 12	June 11	June 10





## APPENDIX - SENIORITY LIST

This seniority list is appended to the negotisted agreement between the Board of Education of the Sault Ste. Marie Area Public Schools and the Sault Education Association. It is not part of the negotisted agreement, and is included for the convenience of the members only.

YEARS	NAME	YEARS	NAME	YEARS	NAME
28	B. Jones	18.5+	S. Arsenault	16	D. LaPine
28	James Cooper	18	J. Nelson	16	J. Nason
27	A. Beamish	18	J. Burtt	16	L. Bump
27	R. Hirschenberger	18	T. Luoma	16	V. Luoma
26	M. Gleason	18	J. Hillock	16	N. Cline
26	V. Kusler	18	P. Monson	16	S. Beedy
25+	J. Seaman	18	J. Wahl	16	G. Marklevits
25	D. Hakala	18	L. Dalimonte	16	A. Westman
25	R. Wahl	18	W. Arsenault	15.5+	M. Cates
24	N. Anderson	18	T. Brunet	15.5+	L. Tipton
24	M. Michaud	18	K. Demaray	15.5	F. DeVuono
24	J. Ingold	17.5+	B. Kenn	15.5	A. Ausdemore
24	K. Lake	17.5+	JoAnn Landini	15+	J. Milligan
24	L. Gilbert	17.5	A. Ware	15	W. Lockhart
23.5+	G. Nelson	17.5	D. Gorsuch	15	M. Lewis
23	K. Kiczenski	17.5	S. Sikkila	15	J. Askwith
22.5+	O. Andrews	17	C. Herring	15	D. Knudson
22	G. Rye	17	J. Schmeltzer	15	Jeanne Smith
22	N. O'Connor	17	R. Nason	15	J. Specker
21.5	D. Gonyeau	17	S. Schmitigal	14+	C. Beacom
21.5	H. Mastaw	17	J. Sarnowski	14+	D. McDonald
21.5	S. McConnell	17	R. Sarnowski	14+	N. Soczek
21.5	S. Malmberg	17	V. Cymbalist	14	N. Oshelski
21	K. Stolt	17	S. Easterday	14	E. Graneggen
21	J. Wallace	17	D. Munsell	14	D. Easterday
21	D. Ausdemore	17	M. Nairn	14	K. Saluja
21	G. Glowacki	17	J. Taylor	14	S. Smith
21	M. Glowacki	17	L. Joutsie	14	P. Wilson
20.5	S. Kusler	17	M. Huff	14	M. Stanaway
20.5	J. Kahtava	17	W. Menard	14	W. Morrison
20+	C. McDonald	17	W. Alford	14	A. Bell
20+	L. Fazzari	17	W. Anderson	14	P. Pfannenstiel
20+	P. Sims	17	J. Bethke	13.5	L. Bell
20	R. Skocelas	17	C. Pontious	13.5	J. O'Callaghan
20	L. Reilly	17	P. Pontious	13+	D. Schmeltzer
20	T. Bullock	17	Janet Smith	13	J. Pomeroy
20	R. Aldrich	17	J. Baron	13	Jeanne Cooper
20	S. Atkinson	17	B. LaPine	13	P. Duncan
20	R. Norton	17	Joseph Landini	12.5+	K. Rose
19.5+	R. Wallace	16.5+	C. Spring	12.5+	S. Faunt
19.5+	R. Beacom	16.5+	J. Rutledge	12.5+	A. Hellow
19+	B. Campbell	16.5	P. Bullock	12.5+	R. Wartella
19+	C. McNeal	16.5	R. McKerroll	12	D. McLean
19	R. Anderson	16.5	J. Keeler	11.5+	I. Monson
19	T. Farnquiat	16.5	W. Bjork	11.5+	R. Pianosi
19	J. Kenn	16	P. Baldwin	11.5+	G. Marsh
19	R. Bolander	16	D. Westman	11.5	D. Mickewich
18.5+	L. Malmborg	16	K. Becvar	11	H. Bright
18.5+	M. Drumheller	16	T. Goleski	11	M. Bruce
18.5+	A. Drumneller	10	I. GOLEBRI		III DIACE

## APPENDIX - SENIORITY LIST (Continued)

YEARS	NAME	YEARS	NAME
11	T. Marshall	.5	C. Grounds
11	J. Wilson	+	C. Sauver
10+	D. Dougherty	0	J. Tage
10	B. Morris	0	L. Armstre
10	D. Brown	0	D. Possibl
10	J. Rogers	0	B. Fecteau
9.5	K. Marshall		
9	W. Newill		
8+ 8	J. Truckey S. Askwith		
8	S. Askwith C. Cohoon		
7	C. Sundstrom		
6.5+	S. Gorsuch		
6+	D. Borrousch		
5+	D. Panik		
5+	C. Panik		
5+	K. Sherman		
5	J. McCoy		
5	J. Walker		
5	M. Hallfrisch		
5	K. Corbiere		
5	A. Routhier		
4+	M. Sabourin		
3+	A. Christie		
3.5	C. Harris		
3	D. Zielke		
3	L. Dunham J. Baldwin		
3	J. Baldwin G. Huard		
3	D. Blair		
3	D. Picotte		
2.5+	M. Trepanier		
2.5+	B. Schirer		
2.5	K. Zielke		
2.5	D. Froberg		
2.5	K. Krahnke		
2+	J. Robinson		
2	B. Gimpel		
2	E. Michaud		
2	C. Henne		
2	P. Sloat		
2 2	A. Zain		
2	S. Newill M.L. Moher		
2	M. Fallon		
2	J. Calder		
1.5	D. Stanaway		
1	W. Bryan		
ī	P. Kellogg		
1	J. Sherry		
1	S. Gordon		
1	N. Harrison		
1	J. Stewart		
.5	C. Zain		
.5	J. Stacks		

