

8/31/74

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

1973 - 1974

MASTER CONTRACT

between the

ISHPEMING BOARD OF EDUCATION

and the

ISHPEMING EDUCATION ASSOCIATION

Ishepeming

*Ishepeming Public Schools
Ishepeming, Michigan*

TABLE OF CONTENTS

Agreement	Page	
	1	
Article		
I	Purpose and Intent	2
II	Recognition of the District's Rights	3
III	Recognition of The Association's Status	3
	<u>Section 1</u> Association Exclusive Representative for Collective Bargaining	3
	<u>Section 2</u> Salary Deduction for Dues	4 - 5
	<u>Section 3</u> Negotiating Committee	6
IV	Salary Schedule - Term	6
V	Teaching Schedules	6
	<u>Section 1</u> Policy of District	6
	<u>Section 2</u> Hours per Day and Week	7 - 7a - 7b
	<u>Section 3</u> Lunch Hour	7b
	<u>Section 4</u> Opening and Closing of School	7b
VI	Leaves	7b
	<u>Section 1</u> District Policy	7b
	<u>Section 2</u> Leaves with Pay	7b
	1. Personal Illness	7b - 8
	2. Death in Family	8
	3. Appearance in Court	8
	4. Visitation of Schools and Conferences	8
	5. Personal Business	8
	6. Selective Service Examinations	9
	7. Jury Duty	9
	8. President's Leave for Meetings	9
	<u>Section 3</u> Leaves Without Pay	9
	1. Study, Research, Special Teaching Assignment, and Officer of M.E.A. or N.E.A.	9
	2. Maternity	9
	3. Serve in Public Office	9a
	4. Lengthy Illness	9a
	5. Rehired Former Employees	9a
	6. No Full-Time Teaching Employment Elsewhere While on Leave	9a

Article		Page
VII	Promotions, Transfers, Assignments and Severance	10
	<u>Section 1</u> Notification of Vacancies	10
	<u>Section 2</u> Notification of Transfers	10
	<u>Section 3</u> Notification of Change in Grade Assignments	10
	<u>Section 4</u> North Central Standards	11
	<u>Section 5</u> Assignment in Major or Minor Field	11
	<u>Section 6</u> Positions in State and Federal Programs	11
	<u>Section 7</u> Severance Pay	11 - 12
	<u>Section 8</u> Written Statement for Teacher Dismissal	12
VIII	Miscellaneous	12
	<u>Section 1</u> Rights of Employment	12
	<u>Section 2</u> Use of Facilities	13
	<u>Section 3</u> Availability of Financial Information	13
	<u>Section 4</u> Reimbursement for Damage to Property	13
	<u>Section 5</u> Dress	13
	<u>Section 6</u> Driving School Bus	13
	<u>Section 7</u> Telephone Facilities	14
	<u>Section 8</u> Complaints of Parents	14
	<u>Section 9</u> Emotionally Disturbed Children	14
	<u>Section 10</u> Evaluation of Teacher's Performance	14 - 15
	<u>Section 11</u> Reduction of Staff	15 - 15a
	<u>Section 12</u> Credits Beyond Masters	15a
	<u>Section 13</u> Faculty Lounges and Restrooms	15a
	<u>Section 14</u> Accidents Suffered by Students	15a
	<u>Section 15</u> Military Service	15a
IX	Professional Grievance Procedure	16
	<u>Section 1</u> Definitions	16
	<u>Section 2</u> Steps in Grievance Procedure	17
	<u>Step 1</u> Discuss Grievance with Principal	17
	<u>Step 2</u> Discuss Grievance with Superintendent	17 - 18
	<u>Step 3</u> Discuss Grievance with Board of Education	18 - 19
	<u>Step 4</u> Discuss Grievance with Arbitrator and Powers of the Arbitrator	19 - 20 - 21
	<u>Section 3</u> Fees and Expenses of Arbitrator	21

Article		Page
	<u>Section 4</u> Definitions and Terms	
	Used in Grievances	22
	1. Level One Decision in Writing	22
	2. Filing of Grievance Reports	22
	3. Forms Used in Grievances	22
	4. Access to Records	22
	5. Limits on Decisions	22
	6. Days Referred to - School Days	22
	7. Time and Place of Meetings	22
	8. Quarterly Meetings of Professional Negotiating Committee and the Board of Education	23
	9. Presentation of Non-economic Items	23
X	Term of This Agreement	24
Appendix A - Salary Schedule 1973-1974		
Appendix A - Part 2 - Insurance		
Appendix A - Part 3 - Extra Duty Payments		
Appendix B - Part I - Grievance Report Form		
Appendix B - Part II - Grievance Report Form		
1973-1974 Calendar		

MASTER AGREEMENT

1 THIS MASTER AGREEMENT entered into this 1st day of September,
2 1973, by and between the Board of Education of the City of
3 Ishpeming, Michigan, School District No. 1, hereinafter called
4 the "District", and the Ishpeming Education Association, here-
5 inafter called the "Association."

ARTICLE I - PURPOSE AND INTENT

1 The District and the Association recognize: that their
2 individual and joint objective should be to provide a quality educa-
3 tion to the children of the District: that the quality of education
4 provided greatly depends upon the dedication and morale of the
5 teaching staff and upon the expertise, effectiveness and
6 efficiency of the administration: and, further, that this
7 objective must be accomplished within a budget determined by means
8 and methods outside of the control of either of them.

9 Being engaged in a mutual endeavor in the public
10 interest, the District and the Association recognize that the
11 members of the teaching profession are particularly qualified to
12 assist in formulating policies and programs designed to improve
13 educational standards and encourage, to the fullest extent, fair
14 and harmonious relations between their respective representatives
15 at all levels, and among all employees of the District whether or
16 not they be covered by this Agreement.

17 In the above spirit and pursuant to the requirements
18 of Act 336 of the Michigan Public Acts of 1947, as amended by
19 Act 379 of the Michigan Public Acts of 1965, the District and
20 the Association herein set forth all their agreement with respect
21 to the wages, hours and other terms and conditions of employ-
22 ment of members of the Association who are covered here by,
23 insofar as such matters are not controlled by applicable
24 Michigan Laws.

ARTICLE II - RECOGNITION OF THE DISTRICT'S RIGHTS

1 Subject to the terms of this Agreement, the District re-
2 tains exclusively all its legal, customary and normal functions of
3 management of the affairs of the District, including, but not limit-
4 ed to, the determination of the number and types of schools and the
5 location, schedule, curriculum and staffing, thereof, the hiring,
6 transfer, promotion and demotion of its teachers, the establish-
7 ment and enforcement of rules to maintain efficiency of and
8 discipline among its teachers and the suspension, discipline, and
9 discharge of its teachers for proper cause: provided, however, that
10 in the exercise of such functions the District will not discriminate
11 against any teacher because of membership or non-membership in the
12 Association.

13 The exercise of the foregoing powers, right, authority,
14 duties and responsibilities by the Board, the adoption of policies,
15 rules, regulations and practices in furtherance thereof, and the
16 use of judgment and discretion in connection therewith shall be
17 limited only by the specific and express terms of this agreement
18 and then only to the extent such specific and express terms hereof
19 are in conformance with the Constitution and laws of the State of
20 Michigan, and the Constitution and laws of the United States.

16 Nothing contained herein shall be considered to deny
17 or restrict the Board of its rights, responsibilities, and
18 authority under the Michigan General School Laws or any other
19 national, state, county, district, or local laws or regulations
20 as they pertain to education.

ARTICLE III - RECOGNITION OF THE ASSOCIATION'S STATUS

Section 1

1 Pursuant to and in accordance with all applicable
2 provisions of Act 336 of the Michigan Public Acts of 1947, as
3 amended by Act 379 of the Michigan Public Acts of 1965, the District
4 recognizes the Association as the exclusive representative for the
5 purpose of collective bargaining with respect to the wages, hours
6 and other terms and conditions of employment, for the term of this
7 Agreement, of all certificated teachers, guidance counsellors and
8 librarians, but specifically excluding the superintendent,
9 principals, business manager, nurse, custodians, temporary teachers
10 and substitute teachers, teacher-aides, office, clerical and other
11 non-professional employees.

Section 2

Professional Dues or Fees and Payroll Deductions

1 A. Any teacher who is a member of the Association, or who
2 has applied for membership, may sign and deliver to the Board an
3 assignment authorizing deduction of Professional Dues in the Assoc-
4 iation which sum shall be in the amount of \$133.00 for the school
5 year 1973-74. Pursuant to such authorization, the Board shall
6 deduct one-tenth of such Dues from the second regular salary
7 check of the teacher each month for ten months, beginning in
8 September and ending in June of each year. Deductions for
9 teachers employed after the commencement of the school year shall
10 be appropriately prorated to complete payments by the following
11 June.

12 B. Any teacher who is not a member of the Association in good
13 standing or who does not make application for membership within
14 thirty days from the date of commencement of teaching duties shall,
15 as a condition of employment, pay as a Representation Benefit
16 Fee to the Association an amount equal to the Professional Dues
17 of the Association. Provided, however, that the teacher may
18 authorize payroll deduction for such fee in the same manner as
19 provided in the above paragraph A. In the event that a teacher
20 shall not pay such Representation Benefit Fee directly to the
21 Association or authorize payment through payroll deductions, as
22 provided in the above paragraph, the Board shall cause the
23 termination of employment of such teacher.

1 C. The procedure in all cases of discharge for violation of
2 this Article shall be as follows:

3 1. The Association shall notify the teacher of non compliance
4 by certified mail, return receipt requested. Said notice shall
5 detail the non compliance and shall provide ten (10) days for
6 compliance, and shall further advise the recipient that a request for
7 discharge will be filed with the Board in the event compliance is not
8 effected.

9 2. If the teacher fails to comply, the Association may file
10 charges in writing, with the Board, and shall request termination of
11 the teacher's employment. A copy of the notice of non compliance and
12 proof of service shall be attached to said charges.

13 3. The Board, only upon receipt of said charges and request
14 for termination, shall conduct a hearing on said charges, and to the
15 extent that said teacher is protected by the provisions of the Michigan
16 Tenure of Teachers Act, all proceedings shall be in accordance with
17 said Act. In the event of compliance at any time prior to discharge,
18 charges may be withdrawn. The Association, in the processing of
19 charges agrees not to discriminate between various persons who may
20 have refused to pay the Professional Dues and/or Representation
21 Benefit Fee.

22 D. With respect to all sums deducted by the Board pursuant to
23 authorization of the employee, whether for Professional Dues or Re-
24 presentation Benefit Fee, the Board agrees promptly to disburse said sums
25 upon direction of the Association.

26 E. This Article shall be effective retroactively to the date of
27 this Agreement and all sums payable hereunder shall be determined
28 from said date.

29 F. The Association agrees that if any portion of payments
30 made in behalf of an employee who is not a member of the Association
31 shall be held invalid under the rule declared by the Michigan Court of
32 Appeals or the Michigan Supreme Court, the Association shall hold
33 the Board harmless therefor and shall undertake to repay such amounts
34 to the employees involved. This paragraph shall be of no force and
35 effect in the event the foregoing decision is reversed by the Supreme
36 Court of Michigan.

Section 3

1 The teachers who are covered by this Agreement will be
2 represented by a Professional Negotiation Committee of five (5)
3 such teachers elected by the Association in any manner it deter-
4 mines. The Association shall keep the Superintendent of Schools
5 currently advised, in writing, of the members of the Professional
6 Negotiation Committee, and only such teachers shall be recognized
7 by the District as representatives of the Association. All
8 correspondence concerning negotiations or quarterly meetings will
9 be submitted and signed by the chairman or acting chairman of the
10 Negotiating Committee. Either party may have such consultants or
11 other persons as it may deem necessary at any meetings between the
12 parties.

ARTICLE IV - SALARIES

Section 1

13 The salary schedule for teachers covered hereby is set forth
14 in Appendix A, which is attached hereto and is incorporated herein
15 by reference.

ARTICLE V - TEACHING SCHEDULES

Section 1

16 It is the policy of the District to consider its present
17 teaching schedules as the normal daily and weekly work schedule.
18 Permanent changes in schedules, in excess of those referred to
19 herein, shall be discussed with the Association prior to their
20 establishment.

1 Section 2

2 The schedules referred to in Section 1 above are as follows:

3 A. Hours per day:

4 High School	6 hours - 35 minutes
5 C. L. Phelps	6 ½ hours
6 Elementary	6 hours

7 B. Hours per week. High School

- 8 1. 25 teaching periods of 1 hour each.
9 2. 5 non-teaching periods of 1 hour each,
10 except that in any 5 week period, 5 of the
11 non-teaching periods may be assigned
12 supervisory periods.
13 3. High School Teachers will not be required to
14 supervise the study hall after 3:35 P.M.

15 C. Hours per week: C. L. Phelps

- 16 1. 25 teaching periods of 55 minutes each.
17 2. 5 non-teaching periods of 55 minutes each,
18 except that in any 4 week period one of the
19 non-teaching periods may be assigned to a
20 study hall.

21 D. Hours per week: Elementary Schools

22 The instructional period for elementary teachers
23 will be extended to five and one-sixth (5-1/6) hours.
24 Time equivalent to the added instructional time will be
25 accumulated for periodic half day inservice meetings.

26 Elementary teachers shall be in their respective
27 classrooms at 8:30 A.M. and ten (10) minutes prior to
28 the afternoon session. They shall remain in their
29 rooms until 3:20 P.M.

- 30 1. 25-5/6 teaching hours
31 2. 4-1/6 non-teaching hours

	Kindergarten, Grades 1, 2, & 3	Grades 4 & 5	
1			
2			
3	Teachers Report	8:30	8:30
4	Students in	8:45	8:45
5	Classes Begin	8:50	8:50
6	Lunch Starts	11:30	12:00
7	Students in	12:20	12:50
8	Afternoon Classes Begin	12:30	1:00
9	Students Dismissed	3:00	3:00
10	Teachers Leave Building	3:20	3:20

11 E. In the event that school is closed due to conditions
 12 beyond the Board's control and therefore 180 days of instruction
 13 as outlined in State regulations are not met during the regular
 14 school year, such number of days less than 180 will be made up
 15 at a time designated by the Board in consultation with the
 16 Association. All covered personnel will report to work
 17 during those make-up days as part of their regular assignment
 18 and annual salary.

19 F. Teachers may leave the building following the dismissal
 20 of the students on the day before any vacation period
 21 providing rooms are in order.

22 G. It is within the discretion of the administration to
 23 require attendance at meetings and professional inservice
 24 sessions. Up to 2 ½ hours per month beyond the normal day,
 25 not accumulative may be required of 6 through 12 grade
 26 teachers for such meetings and activities. K-5 teachers
 27 may be required to attend up to 2 ½ hours per semester for
 28 districtwide meetings and inservice sessions.

1 elects to be paid shall be deducted from the current
2 sick leave days. It is understood that no additional
3 advance of sick leave will be made until any previous
4 advance is settled. Unused sick leave, up to the
5 maximums allowed by this contract, may be transferred
6 from another District providing no payment was made by
7 the previous employer for any unused sick leave. In
8 the event of an interrupted teaching experience,
9 accumulated sick leave will be granted, providing
10 the interruption was no more than 5 years.

11 Any teacher absent because of personal illness, injury,
12 or on orders of a physician to remain absent from duty
13 due to exposure to disease for more than fifteen working
14 days in any one year may be required by the Superintendent
15 of Schools to provide a medical statement by a physician
16 certifying that the employee was unable to be on duty
17 during such absence.

18 2. Members of the bargaining unit will be granted leaves
19 up to five days in the event of a death in the immediate
20 family with the provision that the time used is at time
21 of death or burial of deceased.
22 Immediate family is deemed to include spouse, children,
23 parents, and parents of spouse. Members of the
24 bargaining unit will be granted leaves up to 3 days at
25 the time of death or burial of deceased for a death of
26 grandparents, brothers, sisters of the teacher, son-in-
27 law, daughter-in-law, grandchildren, brother-in-law,
28 sister-in-law, and any person who has made residence
29 with the family within the past 3 years. This will
30 not be deducted from sick leave.
31 On application to the building principal, a leave of
32 one day will be granted to attend the funeral of a
33 close friend or member of the family with which
34 the teacher had a close relationship.

35 3. Teachers will be granted such time as may be required
36 for their appearance in court on behalf of the District,
37 or on their own behalf in any action by them against
38 a third party, or against them by a third party, which
39 action arises out of the performance of their teaching
40 duties.

41 4. The District may grant time under the provisions of this
42 subsection 2, for visitations to other schools or
43 attendance at educational conferences or conventions.

44 5. Teachers will be granted a leave of absence for two days
45 in each contract year for the conducting of personal
46 business. These days will be cleared with the administration
47 and will be contingent on the availability of a suitable
48 substitute. Unused personal business days will be added
49 to accumulated sick leave days to a maximum of 160.

- 1 6. Tenure teachers will be granted a leave of absence for
2 the purpose of taking a Selective Service physical
3 examination.
- 4 7. Members of the bargaining unit will be granted leaves
5 of absence required for the performance of jury duty
6 and shall be entitled to pay for such time, less, however,
7 any amounts received as payment for jury duty.
- 8 8. The president of the Ishpeming Teachers' Association
9 will be granted 7 days of leave for use of designated
10 members in attendance at any Association meetings.

11 Section 3

12 Leave of absence without pay

- 13 1. Leaves of absence without pay for periods of up to
14 one year will be granted, without loss of salary
15 increment, and where proper replacements are available,
16 for studies relating to the teacher's license field;
17 studies to meet eligibility requirements for a license
18 in the field of education not held by a teacher;
19 study, research or special teaching assignment
20 involving advantage to the school system; officers of
21 the MEA or NEA for performance of official duties.
22 Written notice to the District of intention to return
23 from a leave of absence must be submitted by the
24 teacher. Such notice must be by registered mail
25 and post marked no later than June 15. The District is
26 under no obligation to hold the position in the event
27 no notice is submitted.
- 28 2. (a) The Board shall grant a maternity leave of up to
29 one (1) year without pay to female teachers. The
30 commencement and termination dates for such leave
31 will be jointly determined by the teacher and the
32 Superintendent taking into consideration such things
33 as the teacher's health, her doctor's recommendation
34 and natural breaks in the school year calendar.
- 35 (b) Candidates for maternity leave are expected to
36 give notice of their intention in writing to the
37 building principal no less than 30 days before the
38 beginning of the leave.
- 39 (c) The above maternity leave of absence procedure shall
40 also apply to female teachers who adopt a child.
- 41 (d) Teachers going on a maternity leave of absence
42 shall be counseled that they may retain their health insurance
43 benefits at group rates upon application for and monthly
44 payment of premiums. The teacher's premium will be
45 paid by the School District for the remainder of the
46 calendar month in which the leave commences.

- 1 3. A leave of absence for up to one year will be granted
2 to teachers to serve in a public office.

- 3 4. A tenure teacher whose personal illness extends beyond
4 the period compensated under Paragraph 1, section 2,
5 above will be granted a leave of absence up to three
6 years. Upon return from such a leave the teacher will
7 be assigned to the same or substantially equivalent
8 position if available, but with not more than one year
9 advance in salary schedule. A sixty day notification
10 in writing is required prior to return or in requesting
11 an extension.

- 12 5. Rehired former District employees who have absented themselves
13 from the system for no more than five years shall be on
14 probation, within the definitions of the Tenure Law. These
15 employees shall have their accumulated sick leave restored to
 them.

- 16 6. It is understood that any teacher on leave except for
17 an approved special teaching assignment shall not be
18 employed elsewhere as a full-time teacher during the
19 period covered by the leave. If so employed, the
20 leave is void and therefore cancelled.

ARTICLE VII - PROMOTIONS, TRANSFERS,
ASSIGNMENTS AND SEVERANCE PAY OPTIONS

Section 1

1 It is the policy of the District, when it believes all
2 factors to be equal, to make promotions from within its own
3 teaching staff. The District will post dated notices of
4 vacancies and additions in teaching or related positions in
5 each school building for ten (10) days. The posting is to be
6 made immediately (2 days) after the position is determined to
7 be open, by the Superintendent. The permanent assignment of a
8 teacher to the open position shall not be made until the
9 expiration of the ten (10) day posting period. The District
10 will notify each applicant of the person to be assigned to the
11 vacancy or additional opening prior to a general announcement.

Section 2

12 In the event that transfers of teachers to another school
13 are required the District will post a notice of such transfer
14 in the same manner as Section 1 above, except that no more
15 than five (5) days posting will be required. Teachers may
16 indicate to the District their desire to be considered for
17 such transfer.

Section 3

18 Teachers affected by a change in grade assignments in
19 the elementary schools and subject assignment in the second-
20 ary schools will be notified by their principals as soon as
21 practicable and by June 1st if possible.

Section 4

1 Teachers shall meet North Central Association of
2 Colleges and Secondary Schools accreditation standards. No
3 teacher shall be granted a contract with less than a
4 Bachelors Degree and full certification by the State Depart-
5 ment of Education. Teachers must file a copy of their
6 certificate, registered by the Marquette-Alger Intermediate
7 Office, in the Superintendent's office before beginning
8 employment.

Section 5

9 Teachers, except temporarily and for good cause, will
10 be assigned to duties within the scope of their teaching
11 certificates or their major or minor field of study.

Section 6

12 The District will cooperate with the Association in
13 making available to the teachers such information as it may
14 acquire concerning positions and opportunities in or under
15 State and Federal educational programs.

Section 7

16 Upon retirement from the profession, while an employee
of the District, or death while an active teacher in the
District, a teacher or his beneficiary or legal representative
will have the option of selecting any one of the following
payments:

- 1 1. The accumulated number of days of unused sick leave,
2 credited to the teacher, times \$12.50 not to exceed
3 a maximum of \$2,000.00.
- 4 2. A teacher who has been employed by the District for
5 10 years shall be paid one week's current salary plus
6 one day's current salary for each year of employment
7 by the District in excess of 10 years, up to a maximum
8 of Five Hundred Dollars.

9 Teachers shall designate a beneficiary for these plans.
10 Teachers must notify the Superintendent in writing on
11 or before October 1, 1973 of their intention to retire
12 from the profession in order to qualify for payment
13 under these plans on July 1, 1974. Failure to notify
14 by October 1, 1973 of this intention may result in any
15 monies due not being paid until July 1, 1975.

16 This payment may be made immediately if the Board
17 determines that money for such payment is available.

Section 8

18 Any non-tenure teacher dismissed, may upon written request,
19 obtain a written statement of the reason for his dismissal.

ARTICLE VIII - MISCELLANEOUS

Section 1

20 The provisions of this Agreement and the wages, hours, terms
21 and conditions of employment shall be applied without regard to
22 race, creed, religion, color, national origin, age, sex or
23 marital status or membership in or association with the activities
24 of any employee organization. The District and the Association
25 pledge themselves to seek to extend the advantages of public
26 education to every student without regard to race, creed, religion,
27 sex, color or national origin and to seek to achieve full equality
28 of educational opportunity to all pupils.

Section 2

1 The Association and its members shall have the right to
2 use school facilities for meetings at such times and at such
3 locations as may be approved by the Superintendent.

Section 3

4 The District agrees to furnish to the Association in
5 response to reasonable requests from time to time such available
6 information concerning the financial resources of the District,
7 tentative budgetary requirements and allocations as will assist
8 the Association in determining the financial condition of the
9 District.

Section 4

10 The District will reimburse a teacher for any malicious
11 damage or destruction to clothing or personal articles (excluding
12 automobiles) arising out of the performance of his duties.

13 The District will provide legal counsel, if required, for
14 the defense of any teacher in any proceeding which arises out of
15 any reasonable disciplinary action taken by the teacher against
16 a student. The administration shall be provided with a written
17 account of the incident within one day of the incident.

Section 5

18 All teachers are to present a well-groomed appearance in
19 keeping with one to set a good example for the students.

Section 6

20 Teachers will not be required to drive a school bus as
21 part of their regular duties.

Section 7

1 Telephone facilities will be available to teachers for their
2 reasonable use. Teachers are expected to use discretion in the
3 use of telephone facilities.

Section 8

4 Any complaints to the administration by a parent of a
5 student directed toward a teacher shall be promptly called to
6 the teacher's attention.

Section 9

7 The District further recognizes that the teacher may not
8 fairly be expected to assume the role of warden or custodian
9 (unless qualified and assigned to such position) for emotionally
10 disturbed students, identified as such, nor to be charged with
11 responsibility for psychotherapy. Whenever it appears that a
12 particular pupil requires the attention of special counsellors,
13 social workers, law enforcement personnel, physicians or other
14 professional persons, the District will take reasonable steps to
15 relieve the teacher of responsibilities with respect to such pupil.

Section 10

16 Whenever a teacher is evaluated for any purpose by an
17 administrator in writing, the teacher shall receive a copy of
18 the evaluation within 5 days of the evaluation. There shall be
19 room on the evaluation sheet for teacher's comments. Any un-
20 satisfactory rating shall be accompanied by suggestions for
21 improvement.

22 The evaluation form to be used shall be available for
23 examination by a teacher in the principal's office before the

1 evaluation is made. The evaluation shall not include rating
2 the teacher on any item that is not connected with their
3 function as a teacher but shall be a rating of the professional
4 performance of the teacher while on the job.

5 A copy of the evaluation may be placed into a teacher's
6 personnel file.

7 Each teacher shall have the right upon request to review
8 the contents of his/her own personnel file. A representative
9 of the Association may be requested by the teacher to accompany
10 the teacher in such a review.

Section 11

11 If existing conditions make it necessary for the Board to
12 curtail the number of professional employees in the District,
13 the following criteria shall be used to determine who will be
14 retained as an employee:

15 Years of Service - - - - - 30 points
16 Hours of Credit - - - - - 35 points
17 Rating of Administration - - - - - 35 points

18 Years of service shall mean the last continuous service in
19 the District. One point will be given for each year of service
20 to a maximum of 30 points.

21 Hours of credit shall be distributed as follows:

22 $\frac{1}{2}$ point for each of the first 20 semester hours
23 beyond the Bachelors degree.
24 1 point for each of ~~the~~ next 25 semester hours.

25 During any given school year, education points will be
26 given for credits earned as of February 1.

1 The teacher with the highest cumulative number of points
2 would be retained.

3 If curtailment takes place in grades K-6 no teacher shall
4 move up or down more than two grades.

Section 12

5 Beginning with September 1, 1973 any semester credit hours
6 which are earned beyond the Bachelors degree must be in the
7 teacher's field of teaching or be approved by a University as
8 applicable toward a Masters, Specialist, or Doctors degree in an
9 education related field or be with the approval of the Superintendent
10 of Schools, in order to be applied to the salary schedule.

Section 13

11 The Board recognizes the need in each school for adequate
12 lunchroom, restroom and private lavatory facilities and at least
13 one room of adequate size appropriately furnished with facilities
14 for refreshments which shall be used as a faculty lounge.

Section 14

15 Teachers shall submit a written report to their principal
16 on forms provided pertaining to all accidents suffered by a
17 student while under their supervision.

Section 15

18 Any teacher who has had his certified teaching experience
19 interrupted by military experience shall be granted up to two
20 years maximum on the salary schedule.

ARTICLE IX - PROFESSIONAL
GRIEVANCE PROCEDURE

Section 1

1 The primary purpose of the procedure herein set forth is
2 to provide a prompt settlement of any grievances arising between
3 the parties.

4 A grievance is a claim by a teacher that there has been
5 a violation or misapplication of any provision of this agree-
6 ment which may be processed as a grievance as hereinafter
7 provided. If any such grievance arises, there shall be no
8 stoppage or suspension of work because of such grievance, but
9 such grievance shall be submitted to the following grievance
10 procedure.

11 The following matters shall not be the basis of any grievance
12 filed under the procedure outlined in this article:

- 13 a. The termination of services or failure to re-employ
14 any probationary teacher.
- 15 b. The placing of a non-tenure teacher on a third year
16 of probation.
- 17 c. Any claim or complaint for which there is another remedial
18 procedure or forum established by law or by regulation
19 having the force of law, including any matter subject
20 to the procedures specified in the Teachers' Tenure
21 Act (Act 4 of Public Acts, Extra Session, of 1937 of
22 Michigan as amended.)

1 Both parties agree that these proceedings shall be kept as
2 confidential as may be appropriate at any step of such procedure.
3 Nothing contained herein shall be construed as limiting the right
4 of any teacher having a grievance to discuss the matter informally
5 with any appropriate member of the administrative staff.

6 Section 2

7 The grievance procedure shall be as follows:

8 Step 1. The aggrieved teacher and/or Association shall
9 discuss the matter with the immediate principal, either
10 individually or with the Association representative.
11 If an additional administrator is requested, he may
12 be present. The grievance must be presented to the
13 principal within 5 days after the teacher knew or
14 should have known if he exercised reasonable diligence
15 and attention that the cause of the grievance has occurred
16 in order to become the basis of action. If the complaint
17 is not resolved within 3 days following this meeting, it
18 may be reduced to writing and appealed to Step 2 of
19 this procedure. If the decision reached in Step 1 is not
20 appealed within 3 days from such decision, the matter
21 shall be considered settled.

22 Step 2. The grievance shall be discussed between the teacher
23 and/or member or members of the Professional Rights and
24 Responsibilities Committee, hereinafter referred to as
25 PR & R Committee, and the Superintendent of Schools together
26 with such other persons as either party may designate.

1 Each grievance appealed to Step 2 shall be in writing
2 and contain a clear and concise statement of the subject
3 matter of the grievance, the relief sought, and the
4 Section and Subsection under which he believes himself
5 entitled to relief. The discussions mentioned above
6 shall be held within 5 days of receipt of the written
7 grievance by the Superintendent. Processing of the
8 grievance on the part of the teacher or teachers shall
9 be under full control of the PR & R Committee. Grievances
10 not decided within 5 days may be appealed to Step 3.
11 Grievances not appealed from a decision rendered under
12 Step 2 within 5 days from the date of the decision shall
13 be considered settled on the basis of that decision.

14 Step 3. Upon written notice of appeal from any decision
15 rendered under Step 2, the grievance shall be discussed
16 between the teacher and/or members of the PR & R
17 Committee and members of the Board of Education appointed
18 for such purpose. The discussion mentioned above shall
19 be held within 5 days after receipt by the Superintendent
20 of the written appeal. In the event neither party determines
21 that arbitration is necessary within 30 days from
22 the first Step 3 meeting, the grievance shall be considered
23 settled on the basis of the decision last made. At the
24 request of either party an additional Step 3 meeting may
25 be held by a panel consisting of a member of the Association,
26 a member of the Board of Education and a third person to

1 be mutually selected by the Association member and the
2 Board member. A majority of this panel shall submit a
3 written recommendation as to the disposition of the
4 grievance to the parties.

5 Step 4. If the Association is not satisfied with the
6 disposition of the grievance under Step 3, or if no
7 disposition has been made within the period above provided,
8 the grievance may be submitted to arbitration before an
9 impartial arbitrator. If the parties cannot agree
10 upon an aribtrator, he shall be selected by the American
11 Arbitration Association in accordance with its rules
12 except that each party shall have the right to pre-
13 emptorily strike not more than three names from the list
14 of arbitrators.

15 The Board and the Association shall not be permitted
16 to assert in such arbitration proceeding any ground or to
17 rely on any evidence not previously disclosed at other
18 written levels.

19 The decision of the arbitrator shall be final and
20 conclusive and binding upon employees, the Board, and the
21 Association; subject to the right of the Board or the
22 Association to judicial review. Any lawful decision of the
23 arbitrator shall be forthwith placed into effect.

24 Powers of the Arbitrator. It shall be the function of the
25 arbitrator and he shall be empowered, except as his powers
26 are limited below, after due investigation, to make a
27 decision in cases of alleged violation of the specific
28 articles and sections of this agreement.

- 1 a. He shall have no power to add to, subtract from,
2 disregard, alter, or modify any of the terms of
3 this Agreement.
- 4 b. He shall have no power to establish salary scales
5 or change any salary rate.
- 6 c. He shall have no power to rule on any of the following:
- 7 (1) The termination of services of or failure
8 to re-employ any probationary teacher
9 provided such termination is in accordance
10 with the Teacher Tenure Act.
- 11 (2) The placing of a non-tenure teacher on a
12 third year of probation.
- 13 (3) The termination of services or failure to
14 re-employ any teacher to a position on the
15 extra-curricular schedule.
- 16 (4) Any claim or complaint subject to the
17 procedures specified in the Teacher Tenure
18 Act (ACT IV Public Acts, extra session, of
19 1937 of Michigan, as amended).
- 20 (5) Any matter involving teacher evaluation,
21 provided such evaluation is in accordance
22 with Article 8, Section 10 of this Master
23 Agreement.
- 24 d. He shall have no power to change any practice, policy,
25 or rule of the Board nor to substitute his judgment
26 for that of the Board as to the reasonableness of

1 of any such practice, policy, rule or any
2 action taken by the Board, provided such practices,
3 policies, rules or actions are not contrary to this
4 Master Agreement.

5 e. His powers shall be limited to deciding whether the
6 Board has violated the express articles or sections
7 of this Master Agreement; and he shall not imply
8 obligations and conditions binding upon the Board
9 from this Master Agreement, it being understood
10 that any matter not specifically set forth herein
11 remains within the reserved rights of the Board.

12 f. In rendering decisions, an arbitrator shall give
13 due regard to the responsibility of management
14 and shall so construe the Master Agreement that
15 there will be no interference with such responsibilities,
16 except as they may be specifically conditioned by
17 this Agreement as provided in Article II.

18 g. In the event that a case is appealed to an arbitrator
19 on which he has no power to rule, it shall be
20 referred back to the parties without decision or
21 recommendation on its merits.

22 Section 3

23 The fees and expenses of the arbitrator shall be shared
24 equally by the Board and the Association. All other expenses
25 shall be borne by the party incurring them, and neither party
26 shall be responsible for the expense of witnesses called by the
27 other.

1 Section 4

- 2 1. The grievance discussed and the decision rendered at
3 level one shall both be placed in writing upon request
4 of either party.
- 5 2. All documents, communications, and records dealing
6 with a grievance shall be filed separately from the
7 personnel files of the participants.
- 8 3. Forms for filing and processing grievances shall be
9 designated by the Superintendent and the PR & R
10 Committee, shall be prepared by the Superintendent,
11 and shall be given appropriate distribution so as to
12 facilitate the operation of the grievance procedure.
- 13 4. The grievant shall be given access to all records and
14 available information needed to process his grievance
15 except personnel files of other staff members.
- 16 5. Failure at any step of this procedure to communicate
17 the decision on a grievance within the specified
18 time limits shall permit the aggrieved teacher to
19 proceed to the next step. Failure at any step of this
20 procedure to appeal a grievance to the next step within
21 the specified time limits shall be deemed to be accept-
22 ance of the decision rendered at that step.
- 23 6. All days referred to in this procedure shall be
24 school days.
- 25 7. Grievance meetings beyond Step 1 shall be held at
26 mutually agreeable times and places.

1 8. During each school quarter the Professional Negotiating
2 Committee and the administrative staff together with a
3 member of the Board of Education may meet to discuss
4 the administration of this agreement and any problems
5 which either party believes exist or may occur in the
6 operation of the School District. An agenda shall be
7 prepared by the parties covering the subjects to be
8 discussed at least a week prior to the meeting.

9 9. Non-economic items to be included in negotiations for
10 the 1974-1975 school year must be presented by both
11 parties on or before April 1, 1974. In the event items,
12 unforeseen, may develop after April 1, such items may
13 be included before the end of the school year.

ARTICLE X - TERM OF THIS AGREEMENT

This agreement shall become effective September 1, 1973,
and it shall remain in full force and effect until August 31, 1974.

All items to be negotiated for any succeeding contract shall
be presented in writing to the other party on or before the final
day of school, 1974.

Ishpeming Education Association

Board of Education of

By Its P.N. Committee:

the City of Ishpeming:

James R. Thomas
Chairman

John M. Olson
President

John A. Manchester
President

Peter A. Williams
Secretary

1973-74 SALARY SCHEDULE
Base \$8,300

<u>Yrs. of Exp.</u>	<u>B.A. Degree</u>	<u>B.A.+15 Hrs.</u>	<u>M.A. Degree</u>	<u>M.A.+15 Hrs.</u>	<u>M.A.+30 Hrs.</u>
0	8,300	8,715	9,130	9,545	9,960
1	8,632	9,047	9,462	9,877	10,292
2	8,964	9,379	9,794	10,209	10,624
3	9,296	9,711	10,126	10,541	10,956
4	9,628	10,043	10,453	10,873	11,288
5	9,960	10,375	10,790	11,205	11,620
6	10,292	10,707	11,122	11,537	11,952
7	10,624	11,039	11,454	11,869	12,284
8	10,956	11,371	11,786	12,201	12,616
9	11,288	11,703	12,118	12,533	12,948
10	11,620	12,035	12,450	12,865	13,280
11	11,952	12,367	12,782	13,197	13,612
12		12,699	13,114	13,529	13,944
13			13,446	13,861	14,276
14				14,193	14,608
15					14,940
20	12,284	13,031	13,778	14,525	15,272
25	12,616	13,363	14,110	14,857	15,604

Down 4% = \$332
Across 5% = \$415

APPENDIX A

Part 2

The Board of Education of the Ishpeming School District hereby agrees to purchase full family health insurance (Super Med II) for each interested employee from one company mutually agreed upon by the Board and the Association. The Board of Education also agrees to purchase \$10,000 life insurance for each full time employee, the company to be designated by the Board. It is further agreed that the Board will purchase life insurance on a pro-rated basis for part time employees accepted as part of the bargaining unit. It is also understood that the Board will insure any new additional employee in the same amount with an additional contribution to cover the cost. All the above insurance benefits will be paid by the Board up to a maximum cost of \$53,000.00 based on the number of current employees.

Any increase in cost, above the \$53,000.00 maximum, during the 1973-74 school year will be absorbed by the employees on an individual basis.

Employees continuing in the employment of this District or completing their full school year contractual obligation will be covered on a twelve month basis.

Employees discontinuing their employment in the District at any time during the regular school year will be dropped effective on the first of the month following the date of their resignation.

New employees, acceptable as members of the bargaining unit, will receive insurance coverage effective when school commences in the fall or immediately if their employment begins during the regular school year.

APPENDIX A - PART 3
SUPPLEMENTAL PAY SCHEDULE

PER CENT	ACTIVITY	PER CENT	ACTIVITY
	<u>Football</u>		<u>Plays</u>
10%	- Varsity	1.3%	- Christmas - high school
6%	- Assistant	1.3%	- Christmas - junior high
6%	- Assistant (if faculty)	2.2%	- Senior Class Play
	Flat fee if student		
	(\$100 per week)	6%	- <u>Yearbook</u>
5%	- Junior Varsity	2%	- <u>Class Advisors</u> (4)
4%	- JV Assistant	2%	- <u>Cheerleaders</u> -Senior high
4%	- Junior high (if faculty)	2%	- <u>Cheerleaders</u> -Junior high
	Flat fee if student (\$200)		
	<u>Basketball</u>		
11%	- Varsity	3%	- <u>Student Council Finance</u>
6%	- Junior Varsity	4%	- <u>Library - Phelps</u>
5%	- Freshman		
5%	- Junior High		<u>3 weeks Pre-Season Football -</u>
	<u>Track</u>		at Salary
7%	- Varsity		
5%	- Assistant		<u>3 weeks Band-Phelps-at Salary</u>
4%	- Junior High		
	<u>Cross Country</u>		<u>Driver Education</u>
5%	-		In Car - \$7.06 per hour
5%	- <u>Skiing</u>		In Class - \$8.34 per hour
4%	- <u>Golf</u>		Working at Activities -
			Admission Charged
7%	- <u>Wrestling</u>		
5%	- Assistant		<u>H.S. Football</u> - \$8.30/game
5%	- <u>Tennis</u>		<u>H.S. Basketball Sr.</u> - \$11.05/game
5%	- <u>Debate</u>		<u>Jr. H.S. Basketball</u> - \$ 8.30/game
1.3%	- <u>Forensics</u>		<u>H.S. Timers</u> - \$12.75/game or meet
	<u>Intramurals</u>		<u>H.S. Other Events</u> - \$2.75/ auditorium
4.1%	- Junior high boys		
4.1%	- Junior high girls		<u>H.S. Wrestling</u> - \$5.55/match
5%	- <u>Guidance</u> (2)		<u>H.S. Track</u> - \$7.90/meet
6%	- <u>Band</u>		
	Senior & Junior high		
6%	- <u>Vocal</u>		
	Elementary & Secondary		

The above schedule is based on years of experience in the activity plus the percentage of salary in the B.A. or B.A.+15 column of the current salary schedule. EXCEPTION - Guidance and music percentages, if applicable, will be applied to the M.A. column.

B. Disposition of Superintendent or Designee _____

 Signature Date

C. Position of Grievant and/or Association _____

 Signature Date

STEP III

A. Date Received by Board of Education or Designee _____
 B. Disposition by Board _____

 Signature Date

C. Position of Grievant and/or Association _____

 Signature Date

STEP IV

A. Date Submitted to Arbitration _____
 B. Disposition & Award of Arbitrator _____

 Signature of Arbitrator Date of Decision

NOTE: All provisions of Article _____ of the Agreement dated _____, 197__, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

1973-74 CALENDAR

Monday, September 3, 1973	-	Labor Day
Tuesday, September 4, 1973	-	Orientation
Wednesday, September 5, 1973	-	Classes Begin
Thursday, November 22, 1973	-	Thanksgiving
Friday, November 23, 1973	-	No Classes
Friday, December 21, 1973	-	Classes End at Regular Time for Christmas Vacation
Wednesday, January 2, 1974	-	Classes Resume
Friday, January 18, 1974	-	Records Day
Friday, April 5, 1974	-	Classes End at Regular Time for Easter Vacation
Monday, April 15, 1974	-	Classes Resume
Monday, May 27, 1974	-	Memorial Day - No Classes
Friday, June 7, 1974	-	Records Day, Report Cards, Commencement