THE CLARE-GLADWIN INTERMEDIATE SCHOOL DISTRICT

BOARD OF EDUCATION

AND

THE CLARE-GLADWIN
EDUCATION FEDERATION/MFT

MASTER AGREEMENT

FOR

JULY 1, 1995~ JUNE 30, 1997

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PREAMBLE

This Agreement entered into the	th day of	, 1995
by and between the Clare-Gladwin Education F	ederation, MFT/AFL/CIO	hereinafter called the
"Federation", and the Clare-Gladwin Intermedia	te School District of the	Counties of Clare and
Gladwin, Michigan, hereinafter called the "Board"	'. The signatories shall b	e the sole parties to this
Agreement.		

WITNESSETH

WHEREAS, the Board and the Federation recognize and declare that providing a quality education for the children of the Clare-Gladwin Intermediate School District is the mutual aim. The character of such education depends upon the quality and morale for the professional staff.

WHEREAS, the members of the Federation are particularly qualified to assist and advise in formulating policies and programs, as such, the Federation may present materials to the Board concerning these matters.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Federation as the representatives of its professional personnel with respect to hours, wages, terms and conditions of employment. The parties agree that alleged violations of the act must be processed through M.E.R.C., and

WHEREAS, the Clare-Gladwin Intermediate School District and Education Federation in reference to potential changes in national health and state tenure legislation shall abide by the law. If any part of the contract is in conflict with the law, the law shall take priority, and

WHEREAS, the parties have reached certain understandings which they desire to confirm this Agreement.

In consideration the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Federation as the sole exclusive bargaining representative for all certified or state approved intermediate personnel, hereafter called employees, whether under contract or on leave, employed or to be employed by the Board. Excluded personnel will include Administration and supervisory personnel (such as the superintendent, deputy superintendent, director of special education, director of vocational education, and program supervisors) and secretarial/clerical, custodial, maintenance, transportation personnel, aides and substitutes.

ARTICLE II BOARD RIGHTS AND RESPONSIBILITIES

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are in conflict with the specific provisions of this Agreement, shall continue to vest in and be exercised by the Board. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
 - Establish policies, manage and control the Intermediate School District working forces and affairs, and equipment.
 - Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 - 3. Hire all employees, assess their qualifications, and the conditions of their continued employment or their dismissal or demotions; and to promote, transfer, assign all such employees, and to determine the size of the work force and lay off employees subject to the laws of the State of Michigan.
 - Determine the professional services, supplies, and equipment necessary to continue
 its operations and to determine all systems of distributing, disseminating, and/or
 providing its services, methods, schedules, and standards of operation.
 - Adopt rules and regulations.
 - Require employees to have physical or mental examination, the cost thereof to be borne by the Board.
 - Determine the number and location or relocation of its facilities.
 - Determine the placement of operations and the sources of materials and supplies.
 - Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - Determine the size of the administrative organization, its function, authority, amount of supervision and table of organizations.
 - To subcontract; however, the right is limited to temporary jobs or jobs for which a regular position is not needed.

ARTICLE II - BOARD RIGHTS AND RESPONSIBILITIES (continued)

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In addition thereto, the wages, hours, and conditions of employment provided for in this Agreement shall not be unilaterally changed.
- C. When the occasion arises to establish a bargaining unit position due to the approval of a state or federal grant to be carried out during the regular school year (August 21 June 14) and the salary allocated by the grant does not comply with the normal salary, a committee shall be established to determine approval and deviation from the salary schedule. The committee shall consist of two members of each negotiating team and agreement must be unanimous.
- D. Summer employment funded by state or federal grants will not be subject to the normal salary schedule. Summer employment shall be defined as volunteer employment between an individual's regular school year. Notice of such position shall be in accordance with Article X, Section E. Bargaining unit applicants shall be offered such positions before non-bargaining unit members. Such positions shall be awarded on the basis of seniority and the person must be certified or state approved.

ARTICLE III - FEDERATION RIGHTS

- A. The local Federation and its representatives shall have the right to use Intermediate School District facilities, when not previously scheduled, at all reasonable hours for meetings, provided that when special custodial services are required, the Board may make a reasonable charge therefor. The local Federation shall schedule the facilities forty-eight (48) hours in advance, except in cases of emergency, with the Superintendent or Designee in the case of the Intermediate School District office building or the Day School Program Supervisor or Designee in the case of the Day School.
- B. Duly authorized representatives of the Federation and their respective affiliates shall be permitted to transact official Federation business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Federation shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, copy machines, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Federation shall pay for the reasonable cost of all materials and supplies incidental in such use. The Federation shall report the use of the facilities and equipment to the Secretary of the Assistant Superintendent. The Federation shall not have access to data processing, VTR, or graphics equipment. The Federation shall pay any necessary costs to open facilities at times when otherwise not in use.
- D. The Federation shall have the right to post notices of activities and matters of Federation concern on employee bulletin boards, at least one of which shall be designated in each school building. The Federation may use the District mail service and employee mail boxes for communication to employees.
- E. The Federation shall be furnished material pertaining to the board agenda except those things restricted by law. The Federation shall pay the sum of 7 cents a page.
- F. The rights granted herein to the Federation shall not be granted or extended to any competing labor organization.

ARTICLE IV - EMPLOYEE RIGHTS

- A. The employee shall be entitled to full rights of citizenship. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it affects the employee's professional responsibilities.
- B. All communications obtained by an employee in the course of his professional duties which are defined in laws as confidential, need not, except with the consent of said client be disclosed to anyone.
- C. An employee will have the right to review the contents of all records of the district pertaining to said employee, originating after original employment and to have a representative of the Federation accompany him/her in such review.
- D. No derogatory material originating after original employment will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE V - PROTECTION OF EMPLOYEES

- A. Since the employee's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the employee, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to maintenance of control and discipline.
- B. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the disciplinary action is within the guidelines as spelled out by the Board of Education.
- C. Time lost by an employee in connection with any incident mentioned in this article shall not be charged against the employee provided the disciplinary action is reasonable and within the guidelines spelled out by the Board of Education.
- D. The Board will reimburse employees for damage to clothing or personal effects as a result of maintaining control of students.
- E. Any complaints brought to the Board, or an agent of the Board, by a parent of a student directed toward an employee shall be promptly called to the employee's attention.
- F. The Board will provide \$1,000,000.00 liability insurance. The Board reserves the right to name its carrier and the specific nature of the policy.
- G. Employees, because of their special training and experiences, are expected to use all resources available to them in working with children. The well-planned, carefully carried out program will so involve the children that extreme cases of misbehavior will rarely occur. Employees are, however, to maintain reasonable control of all students assigned to them. If all other measures fail and physical force in necessary, good judgment must prevail at all times.

ARTICLE VI - PROFESSIONAL BEHAVIOR

- A. Employees 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 the employee may reasonably refuse to carry out an order which threatens physical safety or well being.
- B. The Code of Ethics of each professional discipline is considered by the Federation and its membership to define acceptable criteria of professional behavior, except that such Code(s) of Ethics shall not abrogate or undermine the rights of the Board.
- C. An employee shall at all times be entitled to have present a representative of the Federation when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Federation is present unless the emergency of the situation warrants immediate action. This paragraph shall not apply to the evaluation procedure. All information forming the basis for disciplinary action will be made available to the employee.
- D. No employee shall be disciplined or deprived of any professional advantages without just cause. Nothing contained herein shall be construed to expand the provisions of the Teacher's Tenure Law. Any such discipline, reprimand, or reduction in compensation or professional advantages by the Board or Representative thereof shall be subject to the professional grievance procedure hereafter set forth.

ARTICLE VII - WORKING HOURS AND DAYS

A service day is defined as:

- A day spent in a regular assignment with students.
- A day spent in planning, recording, or performing duties related to the employee's ordinary responsibilities to the District.
- A day spent, by mutual agreement between the Superintendent and employee, that promotes the efficiency of the District's function or image.
- A day of absence specifically defined in this Agreement as an absence with pay.
- 5. A day of absence specifically defined in this Agreement as leave with pay.
- Professional employees required to work a greater number of service days shall receive their regular daily rate.
- Daily rate is defined as salary divided by contracted working days.
- 8. A service day for Intermediate School District personnel shall begin at 8:30 a.m. and terminate at 3:45 p.m. or its equivalent. Staff members will follow local district/building lunch hour schedules or its equivalent.

ARTICLE VIII - PROFESSIONAL IMPROVEMENT

- A. Current improvement is the purpose of encouraging professional growth.
- B. The Board shall pay the cost of tuition for in-service courses and will recognize whatever credit accrues from their satisfactory completion when the in-service is required or approved by the Board or designee.
- C. The Board shall pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by employees who attend workshops, seminar conference and/or other professional improvement sessions when required or approved by the Board or designee. The above pay shall be construed as direct reimbursement for vouchered expenses and shall not be filed on a separate I.R.S. form for each professional employee, unless otherwise required by the Internal Revenue Service.
- D. In the event that a Clare-Gladwin ISD Education Federation employee requests to attend a conference, institute, workshop and/or other professional improvement session during the summer, or on days when the schools are not in session, said request shall be subject to the approval of the Board of Education or its designee.

However, no more than one non-school day per year spent at a pre-approved conference during the summer or on days when schools are not in session; example weekend days, Christmas breaks, spring break, etc., shall be considered as a work day to be counted as part of the regular work year as defined in the Master Agreement. The Clare-Gladwin Intermediate School District Board of Education shall pay reasonable expenses incurred for approved or required conferences.

ARTICLE IX - PERSONAL AND FEDERATION LEAVE

- A. At the beginning of every school year each employee shall be credited with three (3) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her immediate supervisor at least two (2) days in advance, except in case of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, week-end, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days. Personal leave days shall be available for the practice of individual religious preferences. Employees will continue to notify appropriate personnel as in the past. It will be a violation of the contract to use these days for participating in concerted activities.
- B. Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time providing the decision of the arbitrator or fact finder is in favor of the Federation. This paragraph shall not apply to cases which do not involve the Board.
- C. At the beginning of the school year, the Federation shall be credited with ten (10) days to be used by employees who are officers or agents of the Federation; such use to be at the discretion of the Federation. The Federation agrees to notify the Board no less then forty-eight (48) hours in advance of taking such leave.
- Compensation received for services rendered under paragraph B will be deducted from the employee's pay.
- E. Leave of Absence
 - 1. Conditions and Definitions
 - A leave is a Board granted absence to employees with provisions for certain rights and responsibilities before, during, and following such absences.

ARTICLE IX - PERSONAL AND FEDERATION LEAVE (continued)

- b. Any leave granted will be with the understanding that it is a leave of absence from the Clare-Gladwin Intermediate School District and not necessarily from a particular position. Every effort will be made to assign the employee to the same or a comparable position; however, employees will not be guaranteed their former assignment but will be placed in a similar position.
- No benefits will accrue to an employee during a leave except as otherwise stated herein.
- A leave may be terminated before the normal expiration date by mutual agreement between the employee and the Board.
- e. Other leaves of absence may be granted by the Board.

Types of Leaves

- a. Advance Study: A leave of absence for up to one (1) year without pay may, upon the approval of the Superintendent, be granted for: Study related to the employee's licensed, certified or state approved field, study to meet eligibility requirements for a license, certification or state approval other than that held by the employee, and study, research, or a special service assignment involving probable advantage to the District. Upon return from such leave, an employee will be considered as if he/she were actively employed by the District during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- b. Sabbatical: Upon recommendation by the Superintendent, the District may grant leaves for professional growth for a period not to exceed one (1) year subject to the following conditions:
 - (1) Written requests in a form acceptable to the Superintendent must be submitted to him/her no later than sixty (60) days prior to the effective date of the leave unless acceptable to the District at a later date. Preference in granting such leave will be based upon both anticipated benefits to the District and length of service in the school system.

ARTICLE IX - PERSONAL AND FEDERATION LEAVE (continued)

- (2) The employee has completed at least seven (7) consecutive years of service in the school system.
- (3) Compensation will be paid at one-half (1/2) the annual salary rate for a full year's leave or one-quarter (1/4) of the annual salary rate for a semester's leave.
- (4) The employee will agree to return to employment in the District for one (1) full year in the event of a semester's leave or two (2) full years in event of a full year's leave. If an employee fails to return for the required time, he/she will be liable for repayment to the District of a proportionate amount of the leave pay received.
- (5) On return to the District the employee will be placed on the salary scheduled at the level he/she would have achieved if he/she had not been absent.
- (6) No more than two (2) employees may be granted this leave per year.
- c. Pre-Assignment: In areas which trained personnel are needed by the District, the District will post the position, the qualifications required, and the nature of the training required. The District will at its discretion, select a candidate from among the applicants and if he/she is required by the Board to seek additional training he/she may have full salary and fringe benefits while he/she is training. Sections b(4) and b(5) above will also apply to such personnel.
- d. Personal Leaves: Extended Health: Any employee whose personal illness extends beyond the period compensated will be granted a leave of absence, upon proper application, for such time as is necessary for complete recovery from such illness. The foregoing also may be granted for the purpose of caring for a sick member of the employee's family. Any leave granted shall be without pay, increment, or seniority. After an extended personal illness, the District may request that the employee present a statement from the physician certifying the employee's fitness for return to work.

ARTICLE IX - PERSONAL AND FEDERATION LEAVE (continued)

Upon return from such leave, an employee will be assigned to the same position, if available, or to the first available position for which he/she is qualified or approved. Paternity leave for up to one year shall be granted in the same manner as maternity and child care leaves.

e. Government Service: The District may, upon approval of the Superintendent, grant a leave of absence without pay or increment to any employee campaigning for or in government service, such leave to be not less than one (1) semester nor more than one (1) year. Leaves under this section may be renewed upon request for one (1) year period; additional requests for renewal will be considered by the District annually.

ARTICLE X - VACANCIES, PROMOTIONS, AND TRANSFERS (continued)

- Employees with specific interests in possible vacancies will notify the Superintendent or his/her designee of their interest in writing, prior to the last regular week of school and shall include a summer address.
- The employees who have expressed an interest in said position, or a similar position, shall be notified in writing at their last known address by the Superintendent, or his designee.
- Employees so notified shall have the responsibility of contacting the Superintendent or his/her designee indicating their interest in said position.
- G. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.
- H. Federation members interested in a given vacancy must apply in writing within ten (10) working days from the date of posting notice of said vacancy.

ARTICLE XI - TRAVEL AND MILEAGE

A. Mileage

- Mileage traveled in the performance of duties as described by job performance objectives shall be reimbursed at the rate of twenty-five and one-quarter cents (251/4¢) per mile.
- Starting from the employee's home base or the Intermediate School District Office, if required, all miles traveled to expedite the performance of the employee's job objectives and return to his/her base of operation or the Intermediate School District Offices shall be considered reimbursable miles.
- 3. Travel to and from administratively approved or required conferences shall be computed separately from the daily performance mileage. In the event that professional employees attend the same conference, the Intermediate School District shall reimburse a maximum of one automobile per three (3) attendees for the identified conference.
- Mileage between points within the Intermediate School District shall be established and agreed upon by the Board of Education and the Federation.
- Instructions for preparation of mileage vouchers, as printed on the mileage voucher, shall be followed and the voucher shall be completed and signed by the professional employee before submitting to the appropriate supervisor.
- 6. The Board of Education reserves the right to limit total miles traveled.
- In the event of rationing, the Board of Education will attempt to get ration stamps for the employees or essential quota if a quota system is used.

ARTICLE XII - EMPLOYEE EVALUATION

- A. The evaluation of the work of all professional employees is the responsibility of the Clare-Gladwin Intermediate School District Administration.
- B. Work performance of all professional employees may be evaluated in writing at least once a year, and no later than March 15th of each year. Failure to file a written evaluation shall be evidence of satisfactory job performance. New employees shall be evaluated at least once a year for the first five years of employment.
- C. All observations of the work performance of professional employees, when applicable, shall be conducted openly and with full knowledge of the professional employee.
- D. A copy of the written evaluation shall be submitted to the employee at the time of the evaluation or within ten (10) days thereafter, and the employee shall have the opportunity to review the evaluation report and to add a statement of disagreement if such disagreement exists. Evaluations will be based on supportable, identified criteria which pertain to job performance.
- E. A technique for evaluation of professional employees of the various disciplines shall be developed cooperatively between the Clare-Gladwin Intermediate School District Administration and a representative of the discipline being evaluated. The Administration shall have the right to determine a technique if a technique is not agreed upon within forty-five (45) work days following ratification of this agreement.
- F. Each evaluation of an employee shall be followed by a personal conference between the employee and his/her evaluator for purposes of clarifying the written evaluation report.
- G. If an evaluator finds an employee lacking, the reasons therefore shall be set forth in writing. The employee shall be offered positive and constructive assistance in an effort to resolve the problem or deficiency.
- H. Each employee upon his/her employment shall receive a copy of his/her job description and the evaluation form, which shall be discussed with him/her.

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. Grievant shall be defined as the local Federation and/or professional employees. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievances; but such grievances shall be submitted to the following grievance procedures stated below. Before a grievance can be filed, however, both parties involved shall informally discuss the situation to be certain there has been a violation of any provision of this contract, or to ascertain if there is a disagreement as to a violation of any provision of this contract. Said informal conference shall be held within two (2) weeks of the occurrence or at the time the individual should have had knowledge of the occurrence.
- B. The grievant must invoke formal grievance procedure on the form set forth in the annexed Schedule, signed by the grievant and/or representative of the Federation, and it must be filed within ten (10) days of the decision at the informal conference. A copy of the form shall be delivered to the supervisor involved and to the Federation. If the grievance involves more than one building, it may be filed with the Superintendent or a representative designated by him/her.
- C. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the Federation President or his/her designee in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Federation and to the grievant.
- D. If the Federation is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) days of such meeting (or twenty (20) days from date of filing, whichever shall be later) the grievance may be transmitted to the Superintendent. If the Federation does pass the grievance on to the Superintendent within the time limits prescribed, there shall be a written report signed by the President of the Federation stating exactly why the disposition of the grievance was not satisfactory together with any and all information the Federation has connected with the grievance.

Within ten (10) days the Superintendent or his/her designee will meet with the Federation on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof together with any and all information the Superintendent has connected with the grievance to the Federation.

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE (continued)

- E. If the decision is unsatisfactory to the grievant and the Federation, the grievant shall within ten (10) days of the decision appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Secretary of the Board. Within twenty (20) days from receipt of grievance, the Board shall allow the grievant and/or his/her Federation representative an opportunity to be heard at a hearing scheduled to discuss the grievance. (The hearing may be opened or closed at the option of the grievant.) Within twenty (20) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Federation, shall final determination of the grievance be made by the Board more than twenty (20) days after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, Director, or Supervisor for the program in which the grievance arose, the grievant, and secretary of the Federation.
- F. If a satisfactory disposition of the grievance is not made as a result of Paragraph E. the Federation may, by written notice to the Superintendent submit the grievance to arbitration within fifteen (15) days from the last date provided for in Paragraph E.
 - Within ten (10) days after such written notice and the submission to arbitration, the Superintendent and the Federation will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Federation by the Federation. The parties will be bound by the rules and procedures of the American Arbitration Federation in the selection of an arbitrator.
 - The arbitrator so selected will hear the matter promptly and will issue his/her
 decisions not later than twenty (20) days from the date the final statements and
 proofs are submitted to him/her. The arbitrator's decision will be in writing and will
 set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.
 - The arbitrator shall not modify the express terms of this Agreement. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.

ARTICLE XIII - PROFESSIONAL GRIEVANCE PROCEDURE (continued)

- G. If any individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and opportunity for an Federation representative to be present, nor shall any adjustments of a grievance be inconsistent with the terms of this Agreement.
- H. Any time period in this Article may be extended by mutual agreement of the parties involved.
- If either party fails to meet the time limits prescribed herein the grievance shall be deemed settled against the party failing to meet said time limits.
- J. Days for the purpose of this Article shall be regular work days during the regular school year, except if a school year ends before a grievance is resolved or the grievance occurs in the summer. In these cases week days will be counted to establish time limits.

ARTICLE XIV - LAYOFF - RECALL

- A. In the event of lay-off due to a decreased student enrollment or shortages of revenue or other lawful purpose and after the Board has determined the programs to be retained:
 - Probationary employees shall be laid off first and the following criteria shall be used: certification or approval and seniority.
 - Non-probationary employees shall be laid off if necessary and the following criteria shall be used: certification or approval and seniority.
 - Seniority shall be defined as continuous service since last date of hire. However, persons working less than full time shall be prorated on an hours worked basis.

An employee shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

- B. Any employee on lay-off shall be recalled in inverse order of lay-off providing he/she is certified and qualified for the vacancy.
 - 1. The Board shall give written notice of recall from lay-off by sending a registered or certified letter to said employee, at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall, or other notice to the employee. If any employee fails to notify the employer of his/her intent to return fifteen (15) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board. The employee shall return to work as soon as legally possible but not later than the commencement of the following school year. Failure to do so shall result in loss of seniority.
- Probationary Period All employees shall serve a one year probationary period unless otherwise provided by law.

ARTICLE XIV - LAYOFF - RECALL (continued)

- D. Notice of lay-off must be given an employee sixty (60) days prior to being laid off, except in cases where the Board would not have known of the need for lay-off sixty (60) days in advance.
- E. The Board will make employees who are laid off aware of any vacancies in their field, of which the Board is aware at the time of lay-off.

ARTICLE XV - ANNEXATION AND CONSOLIDATION

The Board and the Federation agree that in the event of annexation or consolidation they will abide by the law.

ARTICLE XVI - LONGEVITY

A. An employee will qualify for a flat rate longevity payment, effective July 1, after completion of fourteen (14) years of professional education experience, ten (10) of which shall be with the Clare-Gladwin Intermediate School District.

Experience outside the Clare-Gladwin Intermediate School District must be K-12 in order to fulfill the requirement under this Article.

Longevity Scale

BA	<u>+15</u>	<u>+30</u>	+45	<u>+60</u>	<u>+75</u>
\$600	\$650	\$700	\$750	\$800	\$850

B. An employee will qualify for a flat rate longevity payment, effective July 1 after the completion of 19 years of professional education experience, fifteen of which shall be with the Clare-Gladwin Intermediate School District, an additional \$250 will be added to longevity scale. Experience outside the Clare-Gladwin Intermediate School District must be K-12 in order to fulfill the requirement under this Article.

Please note, current personnel employed as of June 30, 1993 would be exempted from the K-12 outside experience requirement for longevity qualification.

ARTICLE XVII - NEGOTIATION PROCEDURE

- A. At least sixty (60) days prior to the expiration of this Agreement, the Federation representatives and the Board or its representative will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of professional employees employed by the Board. Notification to commence negotiations shall be in writing.
- B. In any negotiations described in this Agreement neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals, consider proposals, and concessions in the course of negotiation or bargaining, subject to ultimate ratification by the majority of the Board and by a majority of the Federation membership.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board to take any lawful measures it may deem appropriate.
- D. The parties from time to time may mutually agree to discuss problems concerning this Agreement.
- E. When negotiations are conducted during regular school hours release time shall be provided for the Federation's negotiating committee.

ARTICLE XVIII - ACADEMIC FREEDOM OR RIGHTS OF PROFESSIONAL EMPLOYEES

The individual professional employee shall determine the methods of working with each individual case and/or referral in accordance with the accepted practice or method of his/her discipline.

ARTICLE XIX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Students are entitled to be served by professional personnel who are within their area of competence and who are fully qualified. Therefore applicants for professional positions who are approved and/or certified shall be hired.
- B. All employees shall be given written notice of their assignments for the forthcoming year no later than the preceding first day of June. In the event that changes in such assignments are proposed, all employees affected shall be notified promptly and consulted. In no event will changes in employee's assignments be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- C. Any assignments in addition to the normal employee schedule during the regular school year, including extra duties, shall not be obligatory but shall be with the consent of the employee. Preference in making such assignments will be given to the employees regularly employed in the District.
- D. When an employee working on a daily substitute basis is responsible for the same service assignment for a period exceeding sixty (60) days such employee shall receive full contractual compensation.

ARTICLE XX - SEVERANCE PAY

After eight (8) years of service in the district an employee who terminates his/her service shall be entitled to draw his/her accumulated sick days at one-half (1/2) of his regular pay to a maximum of \$500.00.

ARTICLE XXI - MISCELLANEOUS

The number of days that employees meet pupils in a school year are limited and therefore every effort should be made to preserve them. A contract assumes full service except for necessary absences as covered by leave policies defined in this contract. In event of absences not covered by this or any other leave and absence policy of the Board, the deduction from the employee's salary shall be figured at the daily rate as defined in Article VII.

ARTICLE XXII - ILLNESS AND DISABILITY

- A. At the beginning of the 1995-96 school year, each employee shall be credited with their accumulated sick days. In addition, on September 1, and February 1, and similarly each year thereafter for the life of this Agreement, the Board will grant each employee eight (8) illness days, one (2 per year) of which will be deducted from each employee's personal sick leave to be placed in the common sick leave bank on (Sept. 1 and Feb. 1). The unused portion of an employee's sick leave days shall accumulate from year to year to one hundred thirty (130) days. An individual's personal sick days may be taken by an employee for the following reasons and subject to the following conditions:
 - Personal Illness or Disability The employee may use all or any portion of his/her leave to recover from any of his/her own illness or disability.
 - Death in the Immediate Family The employee may take a maximum of four (4)
 days per death. Immediate family shall be interpreted as spouse, mother, father,
 brother, sister, children, father and mother-in-law.
 - Other Deaths The employee make take one (1) day per death to attend the funeral
 of any person.
 - Medical or Nursing Care The employee make take one (1) day to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, mother, father, brother, sister or children.
 - Illness in the Immediate Family The employee may take a maximum of four (4)
 days per illness. Immediate family shall be defined as spouse, mother, father,
 children.
- B. The Board shall furnish each employee with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Sick Leave Bank The sick leave bank shall build to a maximum of three hundred fifty (350) days through the aforementioned process in Part A, at which time no further deductions shall be made from the employee's personal sick leave. When a common sick leave bank is reduced below the level of two hundred (200) days, the deductions shall again be reinstated to rebuild the bank to the three hundred fifty (350) day level.

ARTICLE XXII - ILLNESS AND DISABILITY (continued)

The bank shall be administered by the Federation. Employees may make reasonable withdrawals as determined by the Federation provided there are sufficient days in the bank and the following conditions are met:

- The employee must have exhausted all of his/her personal accumulated sick leave and personal leave.
- A loss of five (5) days work must have occurred following the exhaustion of the employee's accumulated personal sick leave and personal leave.
- Upon application, withdrawals may be made for up to the balance of the school year.
- 4. If the employee is qualified to receive compensation from another source such as employee's retirement disability, or Social Security Disability they shall make application for same and upon approval for this source of compensation, stop drawing days from the sick leave bank.
- 5. Elective surgery is excluded from sick bank withdrawal.
- Sick bank days may be used only for the employee's personal illness.
- The administration of the bank shall be the responsibility of a committee of three (3) appointed for a three (3) year period.

This committee shall be appointed by the president with the initial appointment to consist of one (1) person for three (3) years, one (1) person for two (2) years, and one (1) person for one (1) year. Should a committee member leave the system, the president shall appoint another committee member to fulfill the remaining term of the committee member.

D. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon request of the employee.

ARTICLE XXII - ILLNESS AND DISABILITY (continued)

- E. In the case of death or retirement, provided the employee has five (5) years of service in the District, any unused sick leave shall be paid in a lump sum to the employee or his/her beneficiary named by the employee. Such payment shall be computed by multiplying the number of unused sick days times fifty percent (50%) times the employee's daily rate of pay at the time of death or retirement. Such payment shall not exceed one thousand five hundred dollars (\$1,500).
- F. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, provided that the Board shall pay to such employee the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence, with a prorated deduction from accumulated sick leave for each day absent.

ARTICLE XXIII - WORKING CONDITIONS

- A. It is agreed that the Intermediate Superintendent of Schools will insure that suitable space is available for all personnel, to provide efficient professional service at each location assigned. This space shall be adequately furnished for each service to be performed. It is further agreed that whenever such suitable space is not available that the employee may work at a different location mutually agreeable to the Superintendent and the employee.
- B. The Board recognizes that appropriate materials, tools, equipment, supplies, and utilities are necessary for the efficient functioning of any professional service. The Board agrees that the Superintendent shall provide whatever material aids are mutually deemed desirable by the Superintendent and employee. Employees are encouraged to advise the Board of supplies, equipment, etc. which are needed to adequately perform their service.
- C. The employee recognizes the right of the Board to establish reasonable regulations and schedules for the performance of professional duties.

ARTICLE XXIV - PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. Any employee who is a member of the Federation, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Federation which sum shall be determined by the Federation each year. Such authorization shall continue in effect from year to year during the life of the contract.

Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Any employee who shall not perform services for any entire month of the school shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.

- B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.
- C. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE XXV - FINANCIAL RESPONSIBILITY

- A. Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the date of commencement of professional duties, shall, as a condition of employment, pay a Service Fee to the Federation an amount equivalent to the dues uniformly required to be paid by members of the Clare-Gladwin Education Federation; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that an employee shall not pay such Service Fee directly to the Federation or authorize payment through payroll deduction, as provided in the preceding Article, the Board shall, at the request of the Federation, terminate the employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - The Federation shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - If the employee fails to comply, the Federation may file charges in writing, with the Board, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - 3. The Board, only upon receipt of said charges and request for termination shall conduct a due process hearing on said charges, and to the extent that said employee is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge charges may be withdrawn. The Federation, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

ARTICLE XXV - FINANCIAL RESPONSIBILITY (continued)

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fees, the Board agrees promptly to disburse said sums upon direction of the Federation.
- D. The Federation agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Federation further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - 2. The Federation, after consultation with the Board, has the right to decide whether to define any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - The Federation has the right to choose the legal counsel to defend any said suit or action.
 - The Federation shall have the right to compromise or settle any claim made against the Board under this Section.
- E. This Article shall be effective retroactively to the date of Agreement and all sums payable hereunder shall be determined from said date.
- F. The Federation agrees to reimburse the Board for unemployment compensation liability incurred for any employee whose employment is terminated under this Article.

ARTICLE XXVI - CONTINUITY OF OPERATION

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the Intermediate program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.
- B. The Federation or any employee agrees that it or he/she will not, during the period of this Agreement, engage in any illegal strike.
- C. Nothing in this Agreement shall require the Board to keep the schools open in the event of severe inclement weather or when otherwise prevented by health hazard or Act of God.
- D. When a constituent district closes because of an Act of God Day, then the Clare-Gladwin Intermediate School District professional employee scheduled to be at that district is not required to report to work. If, or when, the constituent district is required by state law to make up the Act of God Day, the professional employee shall reschedule his/her services to the district for that day, without additional compensation, as long as the day to be made up falls within the one hundred eighty-six (186) days (for 1995-96) and the one hundred eighty-seven (187) days (for 1996-97) of the contract.
- When Clare-Gladwin Day School is closed on a scheduled day by an Act of God, Day School employees covered by this Agreement need not report.
 - If the Day School day must be made up by state law, the Clare-Gladwin Intermediate School District Board/Administration will reschedule that day without additional compensation, as long as the day to be made up falls within the one hundred eighty-six (186) days (for 1995-96) and the one hundred eighty-seven (187) days (for 1996-97) of the contract.

ARTICLE XXVII - COMPENSATION SCHEDULE

- A. Transcripts of credit, degrees and certificates, or other official documentation, must be recorded with the Intermediate Superintendent prior to employment. Evaluation will be done administratively for placement on the salary schedule. All credits earned will be calculated on a semester hour basis.
- B. Salary will be paid on alternate weeks in accordance with the Intermediate School District schedule (21-26 pays).
- C. On termination of employment, the employee shall be paid all salary due.
- D. A salary schedule change will be effective at the beginning of the school year following the date of completion of the requirements as shown on the official college transcript or other official documentation indicating satisfactory completion of course work.
- E. Those individuals working less than the regular schedule will receive their prorated salary on the appropriate step of the salary schedule for which they are qualified. In addition, all other fringe benefits will be prorated on the same basis.
- F. In cases where related non-school employment is of value to the school district, the Superintendent may grant some experience credit.

G. Health Insurance

- SET SMM4B 50/100 \$2.00 Prescription (BC/BS-SET SUPPLEMENTAL) protection for entire family (employee and family, employee and spouse, employee
 and children, or employee only). Changes in benefit specifications and Carrier shall
 be negotiated between the parties.
- The District accepts the full responsibility for the health insurance costs up to the limits noted below. For employees not taking health insurance, the single limit rate will be the rate available for SET/SEG options which is \$147.50.

Increases in premium will be shared equally (50% each) by the District and the employee when the premium exceeds the following amounts for employees electing health insurance:

Single	-	\$147.50
Double	-	\$327.50
Full Family	-	\$347.50

ARTICLE XXVII - COMPENSATION SCHEDULE (continued)

The appropriate employee contribution shall be made through payroll deduction for employees not participating in Item 3 below.

- 3. The Clare-Gladwin Intermediate School District Board of Education will implement a medical insurance premium payment plan permitting a voluntary salary reduction to be applied to the portion of health insurance premiums for which the employee is responsible. The medical insurance premium payment plan shall be implemented upon execution of this agreement, and is intended to remain in effect throughout the life of this agreement, and thereafter at the discretion of the Clare-Gladwin Intermediate School District Board of Education. Election to participate will be based on individual Federation members executing and filing a salary reduction agreement as required by the Clare-Gladwin Intermediate School District Board of Education. The Clare-Gladwin Intermediate School District may change, amend, or suspend the medical insurance premium payment plan if legislation or regulation alters, limits, or prohibits operation of such a plan as currently permitted under the U.S. Internal Revenue Code of 1986, as amended.
- H. Dental Insurance Ultra-Dent 60% Basic, 60% Major combined annual maximum \$1,000 (includes SET Option M Incentive Plan) for dental insurance only.
- I. All insurance coverages are offered subject to the rules, regulations and policy of the agreed upon insurance carrier. Upon acceptance by the agreed upon insurance carrier of the written application of the employee, the Board shall provide premium payments on behalf of the eligible employee for insurance coverage as provided in this Article. It is understood that the Board's obligation to provide the insurance coverages as required in this Article is limited to coverage through the agreed upon insurance carrier.
- J. Vision Insurance Ultra-vision Plan I for single or family.

1995-96 CLARE-GLADWIN ISD SALARY SCALE (186 Work Days)

INDEX	STEP	BA	<u>+15</u>	<u>+30</u>	<u>+45</u>	+ <u>60</u>	<u>+75</u>
1.00	0 \$	\$ 27,321	28,199	29,077	29,952	30,830	31,710
1.055	1	28,824	29,750	30,676	31,599	32,526	33,454
1.110	2	30,326	31,301	32,275	33,247	34,221	35,198
1.165	3	31,829	32,852	33,875	34,894	35,917	36,942
1.220	4	33,332	34,403	35,474	36,541	37,613	38,686
1.275	5	34,834	35,954	37,073	38,189	39,308	40,430
1.330	6	36,337	37,505	38,672	39,836	41,004	42,174
1.385	7	37,840	39,056	40,272	41,484	42,700	43,918
1.440	8	39,342	40,607	41,871	43,131	44,395	45,662
1.495	9	40,845	42,158	43,470	44,778	46,091	47,406
1.550	10	42,348	43,708	45,069	46,426	47,787	49,151

1996-97 CLARE-GLADWIN ISD SALARY SCALE (187 Work Days)

INDEX	STEP	BA	+15	+30	+45	+ <u>60</u>	+ <u>75</u>
1.00	0 \$	\$ 28,168	29,073	29,978	30,881	31,786	32,693
1.055	1	29,717	30,672	31,627	32,579	33,534	34,491
1.110	2	31,266	32,271	33,276	34,278	35,282	36,289
1.165	3	32,816	33,870	34,924	35,976	37,031	38,087
1.220	4	34,365	35,469	36,573	37,675	38,779	39,885
1.275	5	35,914	37,068	38,222	39,373	40,527	41,684
1.330	6	37,463	38,667	39,871	41,072	42,275	43,482
1.385	7	39,103	40,266	41,520	42,770	44,024	45,280
1.440	8	40,562	41,865	43,168	44,469	45,772	47,078
1.495	9	42,111	43,464	44,817	46,167	47,520	48,876
1.550	10	43,660	45,063	46,466	47,866	49,268	50,674

GRIEVANCE REPORT FORM

GRIEVANCE REP Submit to Supervise	PORT	ol District	Distribution of 1. Superinter 2. Supervisor 3. Federation 4. Employee	ndent r	
Building		Name of Grievant	4. Employee	Date Filed	
STEP I - Sections	s B - C				
1. Date Grievance	e Occurred				
2. Statement of G	rievance				
-					
					*2
		Signature o	f Grievant	-	Date
4. Disposition by	Supervisor				
	s				
		Signature of	f Supervisor		Date

GRIEVANCE REPORT FORM - PAGE 2 OF 3

5. Position of Grievant and/or Federation		
ETER II. Section D	Signature	Date
STEP II - Section D		
. Date Received by Superintendent or Designee		
2. Disposition of Superintendent or Designee		
		Dete
	Signature	Date
3. Disposition of Grievant and/or Federation		
		-
	Signature	Date
STEP III - SECTION E		
Date Received by Board of Education or Designee		
2. Disposition by Board of Education		
		4,
	*	
39	Signature	Date

GRIEVANCE REPORT FORM - PAGE 3 OF 3

Position of Grievant and/or Federation		
	Signature	Date
TEP IV - Section F		
. Date Submitted to Arbitration		
2. Disposition & Award of Arbitrator		
		F 24
		4
	Signature	Date
f additional space is needed in reporting sec	ction, utilize space below and attach additional shee	ets.
Note: All provisions of Article	of the Agreement dated	
	D IN THE SETTLEMENT OF GRIEVANCES.	

WITNESS - DURATION

on the	th day of		, 1995.	
This Agreemen	nt shall be effective J	uly 1, 1995 to June	30, 1997.	
BOARD OF E	DUCATION DWIN INTERMEDIA	TE SCHOOL DIST	RICT	
	. /			
BY Selly Betty Hagga	rt, President	/o -//-9 Date	5	
Don C. Hans	nah, Secretary	10-11-9 Date	5	
CLARE-GLAI	DWIN INTERMEDIA	ATE EDUCATION F	EDERATION	
BY My	or herest	10-6-95		
Mary Nesser		Date		
Cherell	e Dei	10-6-95		
Cherell Tier		Date	_	