

10/17

8/31/88

CONTRACTUAL AGREEMENT

BETWEEN THE

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT

AND THE

COPPER COUNTRY INTERMEDIATE EDUCATION ASSOCIATION - MEA/NEA

1986-88

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Copper Country Intermediate School District

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION CLAUSE	1
ARTICLE II	TEACHER RIGHTS	2
ARTICLE III	RECOGNITION OF THE SCHOOL DISTRICT'S RIGHT TO MANAGE	4
ARTICLE IV	ASSOCIATION RIGHTS	5
ARTICLE V	ASSOCIATION DUES OR SERVICE FEES AND PAYROLL DEDUCTION	6
ARTICLE VI	TEACHING CONDITIONS	8
ARTICLE VII	MAINTENANCE OF STANDARDS	9
ARTICLE VIII	ACADEMIC FREEDOM	10
ARTICLE IX	LAYOFF AND RECALL PROCEDURE	11
ARTICLE X	EVALUATION OF EMPLOYEES	15
ARTICLE XI	GRIEVANCE PROCEDURE	17
ARTICLE XII	HIRING, VACANCIES, PROMOTIONS AND TRANSFERS	21
ARTICLE XIII	TEACHER-AIDE RELATIONS	23
ARTICLE XIV	SICK LEAVE	24
ARTICLE XV	PERSONAL LEAVE	26
ARTICLE XVI	FUNERAL LEAVE	27
ARTICLE XVII	JURY DUTY	28
ARTICLE XVIII	OTHER LEAVES OF ABSENCE	29
ARTICLE XIX	SCHOOL EQUIPMENT, MATERIALS AND FACILITIES	31
ARTICLE XX	MILEAGE	33
ARTICLE XXI	INSURANCE PROTECTION	34
ARTICLE XXII	SALARY SCHEDULE 1986-87 AND 1987-88	37
ARTICLE XXIII	EXTENT OF AGREEMENT	39
ARTICLE XXIV	DURATION OF AGREEMENT	41
APPENDIX A	AUTHORIZATION FOR PAYROLL DEDUCTION	42
APPENDIX B	GRIEVANCE FORM	43
APPENDIX C	CALENDAR	48
	SIGNATURE PAGE	50

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Copper Country Intermediate School District recognizes the Copper Country Intermediate Education Association, hereinafter referred to as the C.C.I.E.A., as the exclusive bargaining agent for all certified and/or licensed personnel under contract employed by the Board, whether or not assigned to a public school building, but excluding: office clerical employees; supervisory and executive personnel; teacher aides; substitute teachers, and all others not included in the bargaining unit mentioned above.

ARTICLE II
TEACHER RIGHTS

- A. Nothing contained in this Contract shall deny a teacher his/her rights under the Michigan General School Laws, Tenure Act, or any other law which applies to these rights.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex or marital status.
- C. All communications obtained by a teacher in confidence during the course of his/her professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said teacher, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record, unless such refusal is made in bad faith by the teacher.
- D. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. All teachers shall have the right to have a representative of his/her choice present any time disciplinary action is taken.

E. Any complaint, made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the employee. Complaints shall not be incorporated into the employee's personnel file unless the employee has been informed of the complaint. The employee may respond to any such complaint in writing, and such response shall be included with the complaint if it is placed in the personnel file. If the C.C.I.S.D. administration finds the complaint to be unjustified or the matter is clarified, then the said complaint may be removed from the employee's personnel file.

ARTICLE III

RECOGNITION OF THE SCHOOL DISTRICT'S RIGHT TO MANAGE

The Copper Country Intermediate Education Association recognizes and agrees that the School District has the exclusive right to govern all aspects of operating the School District, including the right to discipline for just cause and to direct its entire work force at all times. The Association agrees that it will not disrupt or interfere with the sole and exclusive right and responsibility of the School District to manage and operate the school system. Generally this includes, but is not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, except as specifically modified in this contract; providing, this section does not conflict with the Association rights under Public Act 379, as amended or as hereafter may be amended, and are applied in a reasonable manner.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings before and/or after school hours for meetings, provided that when special custodial service is required, the Board will establish a charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 10:00 P.M.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment at reasonable times. The Association shall pay the established rate of all materials and supplies incidental to such use.
- D. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association may use the inter-office mail service and employee mail boxes for communication.
- E. The Board agrees to furnish to the Association in response to a written request public information as required by law.

ARTICLE V

ASSOCIATION DUES OR SERVICE FEES AND PAYROLL DEDUCTION

- A. Any teacher who is an employee of the Copper Country Intermediate School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA/CCIEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduce one-tenth of such dues from the second regular check of the teacher each month for ten months, beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA/CCIEA dues to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deductions have been made.
- B. The Board recognizes the obligation incumbent upon bargaining unit members to contribute to the Association a legal service fee as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall, as a condition of employment, pay a legal service fee to the Association not to exceed the dues uniformly required to be paid by members of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.

- C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction within thirty (30) days as provided in the preceding article, the Board upon written request from the Association shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month for the remainder of the school year.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
1. The employer gives timely notice of such action to the union and permits the union intervention as a part if it so desires; and
 2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

ARTICLE VI
TEACHING CONDITIONS

- A. Class size shall be based upon, but not restricted to, the minimum standards set forth by State statutes for all programs. Similar staffing arrangements for programs not covered by statutes shall be adhered to by mutual agreement.
- B. A work day shall be the same hours as the school in which the employee is assigned.
- C. All employees covered by this Agreement shall maintain a minimum of a six (6) hour work day with a one (1) hour or half (1/2) hour duty-free lunch period at a time agreed upon with his or her supervisor. All employees shall participate in parent planning conferences, which may extend beyond the normal work day, as assigned by their supervisor.
- D. The Board of Education reserves the right to hire outside of the bargaining unit for programs and services in the event no bargaining unit member applies for such assignment.
- E. No person covered under this Agreement shall be required to transport students as a condition of employment.

ARTICLE VII

MAINTENANCE OF STANDARDS

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior negotiation with the Association.

ARTICLE VIII
ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to all employees, which means that no special individual limitation shall be placed on any employee in the study, investigation, presenting, and interpreting of ideas in the area of assignment.

- B. Teachers shall be given the opportunity to participate in and make recommendations regarding materials and equipment to be used in the delivery of instruction to children under their supervision.

ARTICLE IX

LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

Section I: Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, teachers shall receive at least thirty (30) days written notice of any layoff. The following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is a tenure employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating, is being eliminated altogether.
- B. If the reduction of employees is still necessary, then tenure employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first.

"Seniority" shall be measured by continuous service in a bargaining unit position when under regular contract and excludes leave of absence, except educational leave, which is included. When a bargaining unit member is placed in an administrative position, all rights will be retained which she/he possessed while a member of the bargaining unit, provided that administrators employed by the Board prior to September 1, 1981, shall maintain all seniority rights and privileges they possessed at that time.

C. An employee, who is laid off pursuant to this article has the right to be placed in a position for which he is certified and qualified to fill and which is occupied by an employee with less seniority. The administration shall determine who is "qualified" by using the following criteria (only when certification and seniority are equal):

1. Teaching/job experience
2. Educational level obtained by the employee
3. Employee evaluation and other relevant objective criteria will be considered when (1) and (2) above are equal

Section 2: Recall Procedure

A. Recall of an employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be reassigned

shall be certified and qualified as herein set forth to perform the specific duties he/she is being assigned.

Section 3:

In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.

Section 4:

- A. A seniority list of all employees shall be prepared by the Board and sent to the Association by October 15 of each year for verification.
- B. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.
- C. The Board shall give written notice of recall from layoff by sending a registered letter to said employee at the employee's 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 in the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the employee. If the employee fails to respond within twenty (20) calendar days from the date of the receipt of the Board's written notice of recall, or within twenty (20) calendar days after the Board's

notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such employee shall be considered a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship he may have had with the Board.

ARTICLE X

EVALUATION OF EMPLOYEES

- A. Each employee under this article, upon employment or at the beginning of work, shall be given a thirty (30) minute orientation by the Employer as to specific terms of employment, the terms of this Contract, and to the management organization with an Association representative participating. The orientation shall include the method of evaluation and job description.
- B. The evaluation of the performance of each employee in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. Formal evaluations shall be completed during the period before the last fifteen (15) working days of the school year. An employee shall be formally evaluated no more than once during any single five (5) working day period.
- C. Evaluations shall only be conducted by a Program Director, or other qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on at least thirty (30) minutes of continual observation.
- D. Employees who are probationary teachers will be evaluated at least three (3) times each year in writing. A conference will be held within fifteen (15) calendar days after each evaluation to review job performance of a probationary teacher.

- E. Tenure teachers and other employees will be evaluated at least once per year in writing with a personal meeting within fifteen (15) calendar days thereafter to review job performance.
- F. Two (2) copies of the written evaluation shall be submitted to the employee, one (1) to be signed and returned to the administration, and the other one (1) to be retained by the employee. In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- G. Each employee shall have the right upon request to review the contents of his/her evaluation file. A representative of the Association may, at the employee's request, accompany the employee in this review. The employee shall be notified of each addition to his or her file.
- H. Observations by other than supervisors of employees shall not be a part of evaluation unless written notification has been given to the observed employee. The notice shall contain the purpose of the observation.

ARTICLE XI
GRIEVANCE PROCEDURE

Definition

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement, or a violation of any rule or regulation of the Board of Education dealing with wages, hours and working conditions.

Terms

- B. In addition, the following matters shall not be a basis for any grievance filed under the procedure outlined in this Article.
1. The placing of a non-tenure employee on a third year of probation.
 2. Matters involving teacher evaluation content.
 3. Termination of services or failure to re-employ any probationary employee.
 4. Any matter in which the Tenure Act describes a procedure or authorizes a remedy (discharge and/or demotion).
- C. Grievances shall be kept separate from other personnel records and shall be made available to the grievant and/or his or her designee when requested.

Procedure

Level 1

- D. An employee and/or an Association representative with a grievance

may discuss it with his/her immediate supervisor within ten (10) working days from the alleged occurrence or from the time the teacher should have had knowledge thereof. In any event, any grievance not submitted within ninety (90) working days of the occurrence of the event upon which it is based shall be invalid and not accepted.

Level 2

- E. If the grievance is verbally denied, the grievance shall be put in written form by the employee or Association representative within five (5) working days using the form agreed on in Appendix B, and presented to the Superintendent. The grievance shall specify the facts giving rise to the grievance, the article and section of the Agreement allegedly violated, or the Board rule allegedly violated, and the relief requested.

Within five (5) working days of receipt, the Superintendent or designee shall meet with the grievant and/or Association. The Superintendent or designee shall within five (5) working days of such meeting indicate his/her disposition of the grievance in writing and furnish a copy thereof to the Association.

Level 3

- F. In the event the grievant and/or Association is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) working days of receipt, he may refer the grievance to the Board. Within twenty (20) calendar

days from the receipt of the grievance by the Board, the Board shall hold a hearing and within two (2) working days after the Board hearing the Board shall render a decision in writing, copies of which shall be forwarded to the grievant, the supervisor and the Association.

Level 4

G. In the event the Association wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the employer's answer to Level 3, file a demand for arbitration in accordance with the American Arbitration Association's Rules and procedures, unless a mutually agreed upon arbitrator can be found.

The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

A grievance may be withdrawn at any time without prejudice by the grievant and the Association.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. Their authority shall be limited to deciding whether a specific article or section of this Agreement has been violated.

The expenses for the arbitrator shall be shared equally between the Employer and the Association.

Upon mutual agreement between the parties, time limits at any step of the grievance procedure may be extended.

- H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution to the extent required by law.

ARTICLE XII

HIRING, VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined for the purpose of this contract as a position presently unfilled, a position currently filled but which the Board has been officially notified will be open in the future, or a new position that is currently not in existence.
- B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own staff. Whenever a vacancy arises, the Superintendent shall post notice of same on bulletin boards for no less than twelve (12) working days, and give written notice to the Association, naming the position, qualifications and job description. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service to the district, and other relevant factors. If two or more applicants' factors are equal, the vacancy should be filled from within the school district; provided, however, in all appointments to positions, the Board's decision shall be final. If requested, unsuccessful applicants shall be given reasons for not attaining the position. The Superintendent or his designee shall notify in writing an employee affected by an involuntary transfer, or the reasons for the transfer.
- C. When vacancies occur during the school year, and the Superintendent in his/her reasonable judgment so determines, such

a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

- D. Requests by an employee for transfers to a different class, building, or position shall be made in writing to the Superintendent. The application shall set forth the reasons for transfer, and the school, grade, or position sought. Such requests shall be reviewed once each year to assure active consideration by the Board. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected employee and the Association of the reasons for such transfer. If the employee objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

ARTICLE XIII

TEACHER-AIDE RELATIONS

- A. The Board shall employ aides to assist teachers according to the State regulations provided for programs operated by the Board, or as mutually agreed. Each aide position shall have a job description which will be the guide for teacher utilization of the aide. The teacher shall be assigned the responsibility of orientation to job duties and work schedules of the aide.
- B. All aides will serve a probationary period with the assigned teacher, and the teacher will be responsible to submit a written recommendation to the program supervisor during or prior to the termination of the probation.
- C. An aides daily work shall be directed by the teacher to whom he or she is assigned, and all activities of the aide are to be coordinated with the supervisor.

ARTICLE XIV

SICK LEAVE

Every full-time employee shall be entitled to sick leave with full pay of one (1) day for each completed month of service, or the prorated equivalent for part-time employees who work on a 180-day regular school year schedule. Sick leave shall be computed from July 1 to June 30.

1. Unused sick leave may be accumulated up to 140 days for each employee, at the rate of one (1) day for each completed month of service.
2. An employee may utilize his sick leave allowance for absences:
 - a. Due to personal illness or physical disability, including childbirth and/or complications due to childbirth.
 - b. Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
 - c. Due to illness of a member of his immediate family who requires his personal care and attention; provided that this shall be approved by the Superintendent and shall not exceed five (5) sick leave days in any one fiscal year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee and the employee's husband or wife. Additional days may be granted by the Superintendent in cases of emergency.
 - d. Sick leave shall not be taken immediately before or after a vacation unless a physician's statement is presented to the Superintendent or the Superintendent has approved the sick leave.
 - e. The Superintendent may require an employee to secure a physician's statement if sick leave abuse is suspected.
3. An employee receiving sick leave with pay who simultaneously receives income under the Worker's Compensation Act shall

receive, for the duration of such income, only that portion of his regular salary which will, together with said income, equal his regular salary. In that event, the employee's sick leave reserve shall be charged only in the same proportion as his sick leave payment is to his regular wage or salary for the day, week, half-month, or period involved.

4. When a teacher retires from the C.C.I.S.D. upon reaching the legal retirement age of the Michigan Public School Employees' Retirement System, he shall receive full pay for one-half (1/2) of his unused sick leave days up to and including \$2,000. If the separation is the result of death of the employee, his estate shall receive payment.

ARTICLE XV

PERSONAL LEAVE

Two (2) days per year may be granted for personal leave. These days may be used for personal business which cannot be undertaken at any other time except during working hours. These days must be approved by the employee's supervisor prior to use. Under unusual circumstances, additional time may be allowed with the approval of the Superintendent.

ARTICLE XVI

FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, grandparents, and grandchildren. Additional days may be granted, and shall be either chargeable to sick leave or without pay, at the option of the employee.

ARTICLE XVII

JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE XVIII

OTHER LEAVES OF ABSENCE

A. Extended Leaves:

The following extended leaves without pay may be granted after an application is on file and the Superintendent and the Board have approved it:

1. Up to two (2) years for full-time graduate study and/or for full-time university study, at a university, related to the employee's teaching assignment.
2. Up to one (1) year for caring for a member of the immediate family who is ill. Illness leave (physical or mental) for self.
3. Up to one (1) year for any reason after five (5) years of service in this school system. An option may be available on the health and hospitalization insurance program at the expense of said employee if the carrier provides said option. If the leave of absence is granted, the employee may, at the discretion of the Board, be offered his/her position held prior to leaving the system, or an equal position, if the employee chooses to return to the school system.
4. Child care.
5. The Superintendent, with the approval of the Board of Education, may grant an employee an extended leave of absence with benefits.

B. Sabbatical Leaves:

Requests for Sabbatical Leaves may be granted in accordance with Michigan Statute.

- C. Employees shall maintain seniority for the leaves named in Section A above. Seniority will accrue while an employee is on an approved educational leave of absence.

D. Leave of absence with pay or without loss of seniority shall be granted to Association members selected to attend a function of the Association. A maximum of two (2) members shall be allowed the time off at one time. Such leave shall not exceed eight (8) employee days. The Superintendent shall be notified five (5) days prior to the use of such leave.

ARTICLE XIX

SCHOOL EQUIPMENT, MATERIALS AND FACILITIES

- A. The Board agrees to provide the best and most suitable equipment for the delivery of education to the children of the district within its financial capabilities. Employees will have access to the utilization of (in agreement with his or her supervisor) equipment necessary for the preparation of instructional materials.
- B. The Board will adhere to regulations relative to the Civil Rights Act, the Privacy Act, and Title IX of the Educational Amendments of 1972. A teacher will report to his or her supervisor any instructional material which, in their judgment, may be sensitive to prejudice or stereotype and/or unfairly reflect the role of groups or minorities.
- C. An employee may request a current list of resource centers and/or instructional materials from the Curriculum Resource Center of the district for use in their work.
- D. If an employee considers that the work area may be deemed to have a health or safety problem, a meeting with his or her supervisor will be arranged at a mutually agreeable time. Concerns expressed by employees under the terms of this section are not grievable via the grievance procedure as detailed in Article XI of this Agreement. The Board will maintain equipment and school facili-

ties to the minimum standards required by statutes for health and safety.

- E. The Board shall make available in each building, lunch room, work room, and lavatory facilities for employee use.
- F. Parking facilities shall be provided and identified for employee use at each building. Upon mutual agreement, vending machines may be installed in lounge and work room areas.
- G. District telephones may be used by employees for local calls.

ARTICLE XX

MILEAGE

- A. Approved employee business travel by car shall be reimbursed at the rate of twenty-four cents (24¢) per mile. An adjustment of an additional one cent (1¢) per mile shall be paid for all approved employee business travel if the price of unleaded fuel exceeds \$1.45 per gallon at the Hancock Conoco Station.
- B. A depreciation allowance shall be paid employees based upon miles traveled in a separate lump sum payment at the end of the school year.

4,000 - 6,999 miles of travel	\$50.00
7,000 - 9,999 miles of travel	\$75.00
10,000 + miles of travel	\$100.00

ARTICLE XXI

INSURANCE PROTECTION

- A. Worker's Compensation coverage is secured in the amount required by law.

- B. Upon submission of a written application, the Board agrees to pay, for the duration of this contract which terminates August 31, 1988, the following monthly premium toward MESSA Super Med II for all employees and their eligible dependents, provided that the employee has completed their contractual year. A prorated equivalent of insurance costs shall be contributed toward the purchase of the health insurance for all regularly employed part-time employees.

Full Family	\$260.00
Two Persons	230.00
Single	110.00

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

Full Family	\$270.00
Two Persons	240.00
Single	120.00

Any increase in premium beyond the aforesaid amounts shall be assumed and paid for by the Board. It is further understood that

any increase in premium charges attributable to benefits received in excess of those now being provided for by the School District will also be the responsibility of the individual.

- C. Any employee not electing health care protection as provided above, may, upon written application, apply the single subscriber rate of said health care insurance toward the purchase of the MEFSA and/or MESSA Fixed and Variable Option programs. Any amounts exceeding the Board subsidy shall be payroll deducted.
- D. The Board shall provide, without cost to the employee, VSP-3 Vision Care to all eligible employees and their eligible dependants.
- E. Upon written application, the Board shall provide, without cost to the employee, Delta Dental Plan B, including internal and external coordination of benefits for each eligible employee of the bargaining unit and his/her eligible dependents.
Effective September 1, 1987, the Board shall provide, without cost to the employee, Plan A-06, 75.50.75, including internal and external coordination of benefits for each eligible employee of the bargaining unit and his/her eligible dependents.
- F. Payroll deductions shall be available for all MESSA programs.
- G. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.
- H. In the event an employee is on leave or laid off during the school year, the insurance shall be continued until the employee has

received the pro-rata portion of the twelve (12) month insurance year earned at the time of the lay off or leave. An employee hired after the first required work day of the school year shall be entitled to the above-mentioned employee benefits, subject to MESSA's underwriting guidelines.

ARTICLE XXII
SALARY SCHEDULE 1986-87

STEP	B.A.	B.A.+18	M.A.	M.A.+15	M.A.+30
1	\$16,000	\$16,650	\$17,300	\$17,950	\$18,600
2	16,000	16,650	17,300	17,950	18,600
3	16,000	16,650	17,300	17,950	18,600
4	16,960	17,649	18,338	19,027	19,716
5	17,920	18,648	19,376	20,104	20,832
6	18,880	19,647	20,414	21,181	21,948
7	19,840	20,646	21,452	22,258	23,064
8	20,800	21,645	22,490	23,335	24,180
9	21,760	22,644	23,528	24,412	25,296
10	22,720	23,643	24,566	25,489	26,412
11	23,680	24,642	25,604	26,566	27,528
12	24,640	25,641	26,642	27,643	28,644

SALARY SCHEDULE 1987-88

STEP	B.A.	B.A.+18	M.A.	M.A.+15	M.A.+30
1	\$17,000	\$17,700	\$18,400	\$19,100	\$19,800
2	17,000	17,700	18,400	19,100	19,800
3	17,000	17,700	18,400	19,100	19,800
4	18,020	18,762	19,504	20,246	20,988
5	19,040	19,824	20,608	21,392	22,176
6	20,060	20,886	21,712	22,538	23,364
7	21,080	21,948	22,816	23,684	24,552
8	22,100	23,010	23,920	24,830	25,740
9	23,120	24,072	25,024	25,976	26,928
10	24,140	25,134	26,128	27,122	28,116
11	25,160	26,196	27,232	28,268	29,304
12	26,180	27,258	28,336	29,414	30,492

- A. For the 1986-87 school year no bargaining unit member shall receive less than \$1,000 above his/her 1985-86 scheduled salary excluding longevity.
- B. Any bargaining unit member required to work days in excess of the scheduled calendar shall be compensated at his/her per diem rate.
- C. Longevity shall be paid based on years of experience with the C.C.I.S.D. as follows: \$400 after 11 years; \$450 after 16 years.

D. Credit beyond the Master's Degree must be earned in a field of study related to Special Education and approved by the administration to be counted toward lateral movement.

E. Teachers in the C.C.I.S.D. shall have the right to select one of the following options for the method of receiving their contract salary.

OPTION A - Contract salary to be divided into twenty-six (26) equal payments to be made at fourteen (14) day intervals throughout the year.

OPTION B - Contract Salary to be divided into twenty (20) equal installments to be made at fourteen (14) day intervals to coincide with those paydays established in OPTION A.

OPTION C - Any teacher selecting OPTION A may receive all contract salary due for the year on the last day of the regular school year. The Business office shall be notified four (4) weeks prior to the last payday when desired funds are to be received.

OPTIONS B and C shall apply if the funds are available.

ARTICLE XXIII
EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be

deemed valid and subsisting except to the extent permitted by law,
but all other provisions or applications shall continue in full
force and effect.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1986, and shall continue in effect until the 31st day of August, 1988.

- B. Copies of this Agreement titled, "Contractual Agreement between the Copper Country Intermediate School District and the Copper Country Intermediate Education Association - MEA-NEA", shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all employees represented by the Unit within thirty (30) days of the commencement of this contract, or upon employment.

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

To: Copper Country Intermediate School District
Board of Education
Hancock, Michigan 49930

I, the undersigned, do hereby authorize the Copper Country Intermediate School District Board of Education to deduct the sum of \$ _____ for Copper Country Intermediate Education Association dues from any earned or accrued wages due me, and to remit the same to the Treasurer of the C.C.I.E.A.

DATE: _____

Signature of Employee

SSN: _____

APPENDIX B

THIS SECTION TO BE FILLED IN BY IMMEDIATE SUPERVISOR

ORAL GRIEVANCE RECEIVED BY: _____
IMMEDIATE SUPERVISOR

TIME AND DATE GRIEVANCE WAS ORALLY SUBMITTED TO YOU: _____, 19__

TIME AND DATE VERBAL ANSWER TO GRIEVANCE WAS SUBMITTED TO UNION/ASSOCIATION:
_____, 19__

PLACE IN WRITING BELOW, VERBAL ANSWER THAT WAS SUBMITTED TO THE UNION/ASSOCIATION:

WRITTEN GRIEVANCE RECEIVED BY: _____
IMMEDIATE SUPERVISOR

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU: _____, 19__

PLACE WRITTEN ANSWER HERE _____

SIGNATURE: _____ TIME AND DATE: _____, 19__

RECEIPT ACKNOWLEDGED BY: _____
UNION/ASSOCIATION REPRESENTATIVE

TIME AND DATE: _____, 19__

GRIEVANCE FORM

GRIEVANCE NO. _____

LEVEL 1

NAME OF GRIEVANT _____ TIME AND DATE OF SUBMISSION _____

DISTRICT UNION/ASSOCIATION COLLECTIVE BARGAINING AGREEMENT INVOLVED: _____

CONTRACT PROVISION(S) VIOLATED: ARTICLE _____ SECTION _____

TIME AND DATE OF ALLEGED CONTRACTUAL VIOLATION: TIME _____ DATE _____

EMPLOYEE(S) INVOLVED IN GRIEVANCE: _____

STATEMENT OF ISSUE: _____

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED VIOLATION: _____

ACTION OR RELIEF SOUGHT: _____

AGGRIEVED EMPLOYEE(S) SIGNATURE: _____

NOTE: Use extra sheets of paper, if needed, for any areas of form.

LEVEL 2

THIS SECTION TO BE FILLED IN BY SUPERVISOR

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE _____ TIME AND DATE: _____, 19____
SUPERVISOR

RECEIPT ACKNOWLEDGED BY: _____
UNION/ASSOCIATION REPRESENTATIVE
TIME AND DATE: _____, 19____

THIS SECTION TO BE FILLED IN BY UNION/ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE SUPERVISOR: SATISFACTORY
UNSATISFACTORY

POSITION OF ASSOCIATION OR UNION: _____

SIGNATURE: _____ TIME AND DATE: _____, 19____
UNION/ASSOCIATION REPRESENTATIVE

RECEIPT ACKNOWLEDGED BY: _____
SUPERINTENDENT OR BOARD OF EDUCATION REPRESENTATIVE
TIME AND DATE: _____, 19____

APPENDIX C

1986-87

CALENDAR

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT

DATE	REMARKS	STUDENT DAYS	TEACHER DAYS
September 2	School begins	21	21
October 3	In-Service	22	23
November 27-28	Thanksgiving	18	18
December 20- January 4	Winter Recess	15	15
January 23	Teacher Workday	19	20
February		20	20
March		22	22
April 11-20	Easter Break	16	16
May 25	Memorial Day	20	20
June 10	Teacher Workday	7	8
		180	183

Make-Up Days

It is agreed as follows:

1. Days to be made up will first be scheduled on one or both of two Teacher Workdays.

2. Any additional days will be made up during the secular days immediately following the end of the second semester.

1987-88

CALENDAR

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT

DATE	REMARKS	STUDENT DAYS	TEACHER DAYS
September	School begins		
October	In-Service,		
November	Thanksgiving Recess,		
December	Winter Recess,		
January	Record Day,		
February			
March			
April	Spring Recess,		
May	Memorial Day,		
June	Last Day for Students, Record Day,		

TOTAL

COPPER COUNTRY INTERMEDIATE
EDUCATION ASSOCIATION

COPPER COUNTRY INTERMEDIATE
BOARD OF EDUCATION

By: Beth Campanale
Its President

By: Bernard W. Carr
Its President

By: Sharon Ely
Chairperson
Negotiating Committee

By: William J. Mannix
Superintendent

By: Juan K. Gyzek
Negotiating Committee Member

By: Rosa W. Hood
Member

By: _____
Negotiating Committee Member

By: Robert E. Simola
Member

By: _____
Negotiating Committee Member

By: William K. Metabo
Member

By: _____
Negotiating Committee Member

By: _____
Member

DATED THIS 22 DAY OF OCTOBER, 1986