

1532

8/31/93
Northern zone Copy
Region 18-B

GOGEBIC COUNTY COMMUNITY SCHOOLS EDUCATION ASSOCIATION

WUPEA - MEA/NEA

1990-93 MASTER AGREEMENT

RECEIVED
NOV 29 1990
RESEARCH DEPT.

	Page No.
ARTICLE I - RECOGNITION	1 - 3
ARTICLE II - PAYROLL DEDUCTION	4
ARTICLE III - FINANCIAL RESPONSIBILITY	5 - 6
ARTICLE IV - EXTENT OF AGREEMENT	7 - 8
ARTICLE V - NEGOTIATION PROCEDURES	9
ARTICLE VI - GRIEVANCE PROCEDURE	10 - 13
ARTICLE VII - EMPLOYER RIGHTS	14 - 15
ARTICLE VIII - TEACHER RIGHTS	16 - 17
ARTICLE IX - PROTECTION OF TEACHERS	18 - 19
ARTICLE X - TEACHER CLASSIFICATION	20 - 23
ARTICLE XI - ASSIGNED TEACHING HOURS AND DUTIES	24 - 25
ARTICLE XII - PROFESSIONAL COMPENSATION	26
ARTICLE XIII - SENIORITY	27 - 28
ARTICLE XIV - CONTINUING EMPLOYMENT	29
ARTICLE XV - EVALUATION PROCEDURE	30
ARTICLE XVI - VACANCIES, TRANSFERS, AND PROFESSIONAL QUALIFICATIONS	31 - 32
ARTICLE XVII - REDUCTION OF STAFF	33
ARTICLE XVIII - SICK LEAVE PAY	34 - 35
ARTICLE XIX - LEAVES OF ABSENCE	36 - 39
ARTICLE XX - SABBATICAL LEAVE	40
ARTICLE XXI - PROFESSIONAL IMPROVEMENT	41
ARTICLE XXII - MISCELLANEOUS PROVISIONS	42
ARTICLE XXIII - DURATION OF AGREEMENT	43
APPENDIX A (SALARY & FRINGE BENEFITS)	
GRIEVANCE REPORT FORM	

Dunwood Area Schools, Gogebic County Community Schools Association

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE I RECOGNITION

- A. The Ironwood Area Schools Board of Education, the fiscal agent for the Gogebic County Community Schools, a consortium, hereinafter "Employer" or "District", hereby recognizes the Gogebic County Community Schools Education Association, affiliated with the Western Upper Peninsula Education Association, MEA/NEA, hereinafter the "Association", as the sole and exclusive bargaining representative for the purposes of and as defined in the Public Employment Relations Act as amended (PERA).

The term "teacher" or "employee", when used hereinafter in this Agreement, shall refer to all individuals represented by the Association in the bargaining unit.

- B. The bargaining unit shall be defined as follows, according to the Certification of Representation by the Michigan Employment Relations Commission, Case Number R88 C-121, dated August 3, 1988:

**ALL FULL-TIME AND REGULARLY SCHEDULED PART-TIME PRESCHOOL,
ADULT BASIC EDUCATION AND ADULT HIGH SCHOOL COMPLETION
TEACHERS.**

Excluded: All K-12 professional personnel which includes classroom teachers, guidance counselors, librarians, speech and hearing therapists and school nurses; all enrichment teachers; all executives, administrators and supervisory personnel which includes the community schools director, assistant director and coordinators; all substitutes, non-teaching or other employees.

The above description covers all adult basic education and high school completion teachers when teaching a class with regularly scheduled class sessions for a designated period of time. Also included are the teachers in the preschool program assigned to instruct on a regularly scheduled basis for a designated period of time. As indicated in the exclusion, substitutes are not included in the bargaining unit. Learning lab positions are incorporated under the reference

to adult basic education and adult high school completion teachers. Also, teachers who work in the K-12 program and also teach courses in adult basic education and adult high school completion are included in the bargaining unit in their capacity as adult basic education and adult high school completion teachers. The reference to all K-12 professional personnel under the exclusion is for the purpose of distinguishing the adult basic education and adult high school completion teachers as a separate unit from the K-12 teaching unit.

Adult enrichment teachers are excluded from the bargaining unit, being community services which are funded and supported solely from fees by community members. These are more casual and incidental services which can be distinguished from the basic education and high school completion program receiving state aid funding.

Additionally, coordinators are excluded as supervisors to assist the Community School Director in administering the collective bargaining agreement and performing other supervisory functions. The parties agree that not more than two (2) coordinators will be assigned to instructional duties in adult basic education and/or adult high school completion and no more than eight (8) courses are to be assigned to those two (2) coordinators at any time in any combination.

- C. The employer recognizes that Association representation will include any newly created teaching position unless the Association and the employer agree that such position is supervisory or the Michigan Employment Relations Commission so determines.
- D. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be transferred to persons not covered by this Agreement without the prior written agreement of the Association. This does not

include the two supervisory positions wherein eight (8) classes can be assigned and transferred without agreement of the Association. When such a transfer becomes necessary, the District will implement the Reduction of Staff clause.

ARTICLE II

PAYROLL DEDUCTION

- A. The Employer shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of bargaining unit members from whom they have been deducted, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.

- B. A bargaining unit member who shall tender or authorize the deduction of membership dues, or service fees, uniformly required as a condition of acquiring or obtaining membership in the Association shall be deemed to meet the conditions of the article so long as the bargaining unit member is not more than sixty (60) days in arrears of payment of such dues, or service fees.

- C. The Employer shall be notified, in writing, by the Association of any bargaining unit member who is sixty (60) days in arrears in payment of membership dues, or service fees.

- D. The Association shall notify the Employer thirty (30) days prior to any change in its dues or fees.

- E. The Employer shall deduct from the pay of each Association member from whom it receives authorization to do so, and make proper remittance for such plans or programs as are deemed mutually agreeable, to include annuities, charitable donations, etc.

ARTICLE III

FINANCIAL RESPONSIBILITY

A. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, as a condition of employment, shall have deducted from their pay monthly either:

1. Membership dues of the Association or
2. Representation service fees of the Association not to exceed the amount of dues uniformly required of members of the Association.

Teachers may pay Association dues or the representation service fees directly to the Association in lieu of deduction.

The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board, as soon as the amount is known, the amount of the monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the proper amount of such deduction, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the proper amount of the deduction has been determined in the appropriate administrative and/or judicial forums.

B. The procedure in all cases of discharge for violation of this article shall be as follows:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further

advise the bargaining unit member that a request for discharge may be filed with the employer in the event compliance is not effected.

2. If the bargaining unit member fails to comply, the Association may file charges, in writing, with the employer and shall request termination of the bargaining unit member's employment
3. The employer, upon receipt of said charges and request for termination, shall immediately notify the said bargaining unit member that her/his services shall be discontinued at the end of ten (10) days. In the event of compliance, at any time prior to discharge, charges shall be withdrawn. The Association, in the process of charges, agrees not to discriminate between persons who may have refused to pay the Association dues and/or service fees.

C. The Association agrees to indemnify and hold the Board, including each individual school board member and/or its agents, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability, including but not limited to back pay damages and all court or administrative costs that may arise out of or by reason of any action taken by the Board or its agents for the purpose of complying with the terms of this Article. It is specifically and expressly agreed that any payment of any demand arising hereunder shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any moneys for any reason associated with the provisions of this Article.

ARTICLE IV

EXTENT OF AGREEMENT

A. This Agreement constitutes the sole and entire existing Agreement between the parties concerning wages, hours, and terms and conditions of employment and shall remain in effect until changed by written, mutual consent. Any previously established practice, policy, rule or regulation shall be superseded and replaced by this Agreement. This Agreement is subject to amendment, alteration or additions only by written agreement between the Employer and the Association. The waiver of any terms or conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions unless agreed to by both parties.

B. Separability

If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect. The Employer and the Association shall agree to negotiate new contract language (if possible) concerning the provision(s) of this Agreement that have been determined to be invalid.

C. Continuity of Operations

During the life of this Agreement, the Association, its agents, or employees shall not authorize, promote or engage in nor condone any strike, work stoppage or job action of any kind.

D. Emergency Funding Clause

Should there be a change in the method of state aid funding and/or the amount of state aid revenue received by the Employer or the withdrawal of any member school district from the consortium, the Employer reserves the right to discontinue the operation of the program and terminate the Agreement. If the program is to continue in modified form, the Employer agrees to negotiate such modifications with the Association. It is the intent of both parties to minimize the impact of such changes to each party, thereby causing the least amount of disruption to the students, employees, and the District.

ARTICLE V
NEGOTIATION PROCEDURES

- A. The Employer agrees not to negotiate with any competing labor organization or with individual employees other than those designated as the Association representatives.
- B. **Successor Negotiations**
At any time within ninety (90) days prior to the termination date of this Agreement, either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement, and negotiations shall begin within thirty (30) days from the receipt of the notice.
- C. The Employer agrees to furnish such financial or other documentation which is relevant to the bargaining process. The Association shall reimburse the Employer for reasonable duplicating expenses incurred for furnishing such information.
- D. The agreement shall be prepared by the MEA Uniserv Office, duplicated by the Employer, and distributed to all bargaining unit members no later than thirty (30) days after ratification by both parties.
- E. The Employer shall provide to new bargaining unit members a copy of this agreement at the time that the Employer offers employment to the new employee.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. **Grievance Committee:** The committee shall investigate and present grievances to the Employer at a mutually convenient time. If so urgent, preparation time can be used for the meeting if it cannot be done during off hours.

- B. A claim by an Association member, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any rule, order, policy or regulation of the Board, may be processed as a grievance as hereinafter provided. If an Association member seeks recourse other than the grievance procedure herein, that individual loses his/her right to process the claim as a grievance.

- C. In the event that an Association member believes there is a basis for a grievance, the Association shall first discuss the alleged grievance with his/her coordinator or designee, either personally or accompanied by his/her Association representative. The grievance shall be filed within ten (10) working days of the alleged violation, misinterpretation, or misapplication, or within ten (10) working days of the discovery of the facts thereof.

- D. If, as a result of the informal discussion with the coordinator, a grievance still exists, the Association member may invoke the formal grievance procedure through the Association. A copy of the grievance shall be delivered to the Community Schools Director within five (5) working days of the informal discussion.

- E. Within five (5) working days of receipt of the grievance, the Community Schools Director or designee shall meet with the Association in an effort to resolve the grievance. The Community Schools Director shall indicate, in writing, his/her

disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Superintendent or his/her designee within five (5) days of the receipt of the response by the Community School Director. Within five (5) working days the Superintendent, or his/her designee, shall meet with the Association and the grievant and shall indicate in writing, his/her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.
- G. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or twenty (20) working days from date of filing, the grievance shall be transmitted to the Board within five (5) days of the receipt of the response by the Superintendent. Within thirty-one (31) calendar days, the Board shall hold a hearing on the grievance and shall indicate, in writing, its disposition within five (5) working days of such hearing, and shall furnish a copy thereof to the Association.
- H. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. The decision to submit the disagreement to arbitration must be made within thirty (30) calendar days of the date of Board decision. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that the arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance

with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, provided the decision of the arbitrator is within his/her scope of authority.

- I. The fees and expenses of the arbitrator shall be shared equally by the parties.
- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this agreement, any claim, or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- L. For the purpose of assisting an Association member, or the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to, grievances, the Board shall permit an Association member and/or Association representative access to, and the right to inspect and acquire copies, of, his/her personnel file and any other files or records of the Board which pertain to the bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded.
- M. A bargaining unit member, who must be involved in the grievance procedure during the work day, shall be excused with pay for that purpose.
- N. Miscellaneous
 - 1. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be kept confidential (if consistent with the Open Meetings Act) between the parties directly involved and any

preliminary disposition will not be made public without the agreement of all parties.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedure set forth herein. A copy of the grievance form shall also be attached to the Master Agreement.

ARTICLE VII EMPLOYER RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation the right to:

1. Manage and control the school's business, the equipment, the operation and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocations of its programs including the establishment or relocations of new departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organizations, its function, authority, amount of supervision and table of organization providing that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

ARTICLE VIII TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.
- B. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

- C. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- D. Teachers and their representative shall have the right, with prior approval, to use school buildings at reasonable hours for Association business and meetings as long as it does not interfere with the educational process and does not generate additional cost to the district.
- E. Teacher Association Representatives shall have the right to put notices of Association activities and matters of Association concern on the Community School bulletin boards.
- F. The Employer agrees to make available financial and other information of the consortium that is public information so that the Association can properly prepare for negotiations and for grieving.
- G. A Professional Council composed of two (2) members appointed by the Employer and two (2) teachers appointed by the Association shall meet on an informal basis to discuss matters of concern.

ARTICLE IX

PROTECTION OF TEACHERS

- A. Any case of school related assault upon a teacher shall be promptly reported to the administration. The Board will provide advice to the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. The employee will use the legal resources available to him/her provided by any personal or professional liability policies. The Board will provide additional legal counsel if necessary.

- B. If any employee is complained against or sued by reason of disciplinary action taken by the employee against a student when in proper pursuit of his/her duties, the employee will use the legal resources available to him/her provided by any personal or professional liability policies. The Board will provide additional legal counsel if necessary.

- C. Time lost by an employee in connection with the investigative and legal proceedings of any incident mentioned in this Article shall not be charged against the employee if the employee is found to be not the cause of the incident and has acted properly. If time is lost due to medical problems compensable under Worker's Compensation benefits, the employee shall not be required to use sick leave benefits available. The District will guarantee full pay and benefits for one year following the incident, after which accumulated sick leave could be used.

- D. The Board will reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty in the assigned work site or on the work site premises that is not covered by personal insurance if the loss,

damage or destruction is as a result of the employee's proper performance of his/her professional responsibilities.

- E. Any complaints by a citizen, parent, or student directed toward an employee shall be called to the employee's attention as soon as possible.

ARTICLE X

TEACHER CLASSIFICATION

A. Full Time Status

1. Three (3) sets of conditions determine achievement of full time status.
 - a. A teacher whose teaching and preparation time and other professional duties totals 1,190 hours annually. An additional ten (10) hours may be scheduled for in-service prior to the start of the program or during the school year as appropriate.
 - b. The teacher is assigned and maintains a full load of 1,190 hours of classes and preparation which are structured in such a way as to achieve full state aid funding. The class period shall be determined by the district and may change in accordance with changing conditions. For full time teachers, the ratio of eight (8), 3 hour and 32 minute classes with 51 minutes of preparation time for each will be used and will be prorated. For example, if we moved to a four hour time block for 30 weeks, the corresponding amount of prep time would change to 58 minutes per class. The total amount of time worked remains 1,190 instructional and preparation hours, plus ten (10) hours for in-service.
 - c. The total FTE enrollment must equal or exceed the average FTE/Teacher ratio of the K-12 program, figured by dividing the 4th Friday student count by the number of regular classroom teachers. For example, 1,579 students divided by 73.5 teachers gives an average FTE/Teacher ratio of 21.48. If a teacher's enrollment is not at this level, the teacher may share up to a maximum of two (2) FTE's to attain the full-time level. If full-time status cannot be achieved, then the salary will be prorated. For example, if a teacher has 19 FTE's after sharing, he/she will receive $19/21.48$ x full-time salary.

2. Determination of the master salary schedule placement for teachers shall be made at the beginning of the school year with the teacher being paid at the appropriate salary rate in either 19^{month} or 26 payments at the teacher's discretion. If the master salary schedule level cannot be reached, any excess payment shall be recovered over the remaining pay periods.
3. A person who achieves full time status in accordance with this article shall remain a full time employee, paid at the master salary schedule level, for the duration of that school year and shall be assigned additional duties, either instructional or administrative, to replace work time lost due to the cancellation of classes because of nonattendance of students. Depending on the work, the number of hours per week may not be constant at 35; however, the total will be the same.
4. A person who achieves full time status will remain a continuing employee until any of his/her classes are discontinued for two (2) years in succession. If this happens two (2) years in succession, the teacher will be reclassified at the lower status. Thus a person starting the year with eight classes, one of which is discontinued and replaced with other work, either a class or administrative, who has a discontinued class the second year, becomes 7/8 of a continuing teacher the next year.

B. Regular Part Time Status

1. A teacher who maintains a minimum of four classes as defined above, but does not qualify for full time status for the school year, is considered to be regular part time. Persons achieving regular part time status are increased in paid preparation time from the hourly rate of 18 minutes per 3 hour and 32 minute class taught, to 51 minutes per 3 hour and 32 minute class.

2. FTE requirements for regular part time status are as follows:
 - a. If a teacher teaches Adult High School Completion, the FTE requirement is a prorated amount of the FTE requirement for full time status as defined in A.1.C. of this Article.
 - b. If a teacher is teaching in an institutional setting, the FTE requirement is the average of the 1987-88 and 1988-89 school years in that institution for the duration of this working agreement.
3. The compensation shall be a prorated amount of a full time salary with a prorated share of medical, dental and vision benefits, and sick days.
4. A person who achieves regular part time status in accordance with this article shall remain at that status for the remainder of the year under the same conditions as delineated in A.3. of this article.

- C. In institutional programs, teachers will be compensated \$1,000 for every 10% (rounded to the nearest whole number or 2, whichever is higher) increase in FTE's over the previous year's count.

Example: 27 FTE in year one: 10% equals 3

33 FTE in year two: \$2,000 payment

D. Hourly Status

An hourly status teacher is one who maintains less than four (4) classes for the entire school year. Eighteen (18) minutes of preparation and retention time are required for each class, and must be done on-site immediately prior to class.

E. Preschool Teacher

1. A Preschool teacher teaches a preschool class which meets twice a week. The assignment will be for two (2) hours of class with thirty (30) minutes of

preparation time each class as appropriate to greet the children and assure that they have been picked up by their parents prior to leaving the work site. (Total of 5 hours per week for each section.)

2. Preschool classes may not be grouped with ABE or Adult High School Completion classes for the purpose of attaining regular part time or full time status, and do not qualify for any fringe benefits.
- F. If an employee shall be regularly scheduled to teach more than the normal load of 1,200 hours annually, the employee shall receive additional compensation at the hourly rate. Such work shall be on a voluntary basis.
- G. Daily Rate of Pay for full time teachers will be determined by multiplying the number of hours assigned that day by the quotient of the yearly salary and 1,200 hours. For part time teachers, the daily rate of pay shall be prorated.

ARTICLE XI

ASSIGNED TEACHING HOURS AND DUTIES

- A. The District shall be responsible for assigning the specific work days and hours during the normal work week, consistent with the other provisions of this agreement, and making changes throughout the school year. Such assignments and changes during the school year will be discussed with the affected employees prior to such action and are not subject to the grievance procedure. All employees shall be mailed a tentative written notification of teaching assignments by August 15 of each year.

- B. A fifteen (15) minute work break shall be provided for employees during the normal class period provided that the break is taken in the company of the students. If the break is taken in an area separate from the students, fifteen (15) minutes must be added to the class time.

- C. Meetings: In addition to ten (10) hours of annual in-service, attendance at staff meetings is required of full time and regular part time teachers. Where possible, meetings will be scheduled during the regular work week and two (2) week advance notice will be given. Required meetings will be held no earlier than one (1) week prior to the start of school.

- D. The District has the authority to cancel any class whose participation is insufficient to merit the continuation of the class. Such cancellation is not subject to the grievance procedure. The District also retains the right to continue any class whose participation may be low but merits continuation during any quarter. Such continuation is not subject to the grievance procedure.

- E. All full and part time employees are required to report 15 minutes prior to each class. This allotted time shall be used for preparation, counseling, and for student retention. The District will provide for a three (3) hour block of

preparation time when all the teaching staff can be present. The scheduling of this three (3) hour block of preparation time shall be within the normal daytime working hours (8:00 a.m. to 4:30 p.m.). The remaining preparation time for the individual teacher shall be scheduled on a mutually agreeable basis between the teacher and the administration. Regular part time employees who do not have sufficiently scheduled preparation time shall first be required to fulfill the 15 minutes of pre-class time. Their remaining preparation time shall be utilized during the three (3) hour block.

The hourly wage employees shall prepare immediately before class, on site. This time shall be used for preparation, counseling, and for student retention.

Any deviation from the established time schedules enumerated in this section shall be mutually agreed upon by the District and the Association. Such time changes shall be only for the specific length of time that the parties agree upon.

F. Teachers shall not be assigned work of more than 40 hours per week without their consent. The Board will set the yearly calendar and make every attempt to schedule the complete school year between the beginning of the K-12 program of the IAS and the end of the week in which the K-12 program ends. The Community School program shall not extend beyond the end of the second full week in June. However, this can be waived by mutual agreement.

G. Community School recruiting shall not be considered overtime nor shall it be considered as part of the employee's teaching load and other professional duties.

The rate of compensation for recruiting shall be determined as follows:

1990-91:	BA \$ 9.50/hour	1991-92:	BA \$10.42/hour
	MA \$11.50/hour		MA \$12.62/hour
	Increase these rates		Increase these rates
	by \$.50/hour every		by \$.50/hour every
	three (3) years.		three (3) years.

1992-93: Increase each hourly rate by the same percentage increase as that of the salary increase in the 1992-93 Ironwood EA contract.

ARTICLE XII

PROFESSIONAL COMPENSATION

- A. Upon appropriate written authorization from the employee, the Board shall make deductions for annuities, optional benefits provided in the employer sponsored insurance plan, savings bonds, United Fund, and etc.
- B. Employee compensation shall be set forth in Appendix A, Salary Schedule and Fringe Benefits.
- C. If an employee's assigned programs are expanded or decreased, the employee's compensation shall be prorated according to their regular rate of pay and benefits, unless otherwise indicated in the contract.

In assigning additional work hours, the employer will endeavor to offer such hours on a seniority basis to employees with work assignments of less than thirty-five (35) hours per week, except for substitutional work.

- D. Credit for previous teaching experience and salary schedule advancement shall be according to the same practices that are applied to the K-12 Ironwood teaching staff.
- E. Employees who are required to use their vehicles between assignments in different communities, from assignments to the central office (round trip), to seminars or workshops, and other Community Schools related functions shall be compensated at the present Internal Revenue Service allowable rate per mile for vehicle usage.

Employees who are required in the course of their work to drive personal vehicles from one Community School work site to another shall receive an additional allowance of \$25 per semester (2 quarters).

ARTICLE XIII

SENIORITY

- A. Seniority is defined as the length of service in the bargaining unit from the employee's most recent date of hire or rehire.

- B. Seniority shall be determined by the number of classes maintained and completed per school year (up to a maximum of eight for full-time teachers) with the Gogebic County Community School Program. Each class completed will equate to one unit of seniority. If a class is discontinued before the end of the semester, no seniority is accrued for it, unless another class or other work is assigned and completed in its place. An employee shall receive one-half of a seniority unit for a semester class assignment completed or other work assigned and completed for a semester.

- C. All seniority is lost when employment is severed by resignation, retirement, termination, quit or abandonment. Time spent on leave of absence or layoff shall not accumulate as seniority. However, the employee shall retain all seniority previously accumulated upon a return to active employment.

An employee retains accumulated seniority in the bargaining unit upon return to the bargaining unit after serving in a non-bargaining unit position with the Employer without a break in continuous employment. An employee in a non-bargaining unit position shall not accumulate any seniority while serving in such a position even though such an employee is assigned classes.

- D. Seniority rights shall be limited to positions in adult education and preschool.

- E. A bargaining unit seniority list shall be developed by the administration on a yearly basis and distributed to each employee no later than September 1 of each

year. All bargaining unit members shall be ranked on the list in the order of their accrued seniority. If more than one individual has the same seniority, the person hired first will be placed first on the list. If there is still a tie, a drawing will be held. Also named on the seniority list will be the areas for which the teachers are certified and qualified to teach.

- F. Within ten (10) working days of the distribution of the seniority list, individual bargaining unit members shall have the right to protest his/her alleged incorrect placement on the seniority list. The Association and the Employer shall meet within a thirty (30) day period to resolve the placement problem. If there is no resolution, the teacher may file a grievance after the 30th day in accordance with the timelines specified in the grievance procedure.

ARTICLE XIV

CONTINUING EMPLOYMENT

- A. All newly hired full-time and part-time employees and hourly wage employees shall serve a probationary period of sixteen (16) units of seniority or five (5) consecutive years, whichever comes first. If a teacher's contract is not renewed, such teacher shall receive written notification of nonrenewal at the beginning of the quarter in which the teacher becomes eligible for continuing employment. The dismissal of a probationary teacher is not grievable.
- B. An additional one (1) year of seniority probationary period may be required by the District. If such probation extension is implemented, the teacher will be given written notification at the start of the quarter in which continuing employment would be achieved.
- C. Teachers who have successfully completed their probationary period shall be placed on a continuing contract on a year-to-year basis and can only be dismissed, disciplined, reprimanded, or reduced in rank or compensation for just cause.
- The superintendent may suspend a teacher with pay and fringe benefits until the school board makes a final determination for dismissal of the teacher.
- D. Conviction of a felony or circuit court misdemeanor is grounds for immediate dismissal and is not subject to the grievance procedure.
- E. Sections A, B, C, and D do not apply to teaching positions that are determined to be covered under the Michigan Tenure Act. The Tenure Act shall take precedence.

ARTICLE XV

EVALUATION PROCEDURE

- A. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Citizens or parents desiring to observe an employee will be required to make arrangements for such visitation with the administration and the employee at least two (2) days in advance. If the request for visitation is not in the best interest of the employee, students and district, the administration will deny the request.

- B. Each employee shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the employee in such review.

- C. An employee shall at all times be entitled to have present a representative of the Association when he is being penalized, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no further action shall be taken with respect to the employee until such representative of the Association is present.

- D. No employee shall be disciplined, penalized, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, penalty or reduction in rank, compensation or advantage, including adverse evaluation of an employee performance which could lead to a disciplinary action or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as herein set forth.

ARTICLE XVI

VACANCIES, TRANSFERS, AND PROFESSIONAL QUALIFICATIONS

- A. 1. A vacancy during the school year can be created in two ways:
 - a. A newly created bargaining unit position
 - b. A vacated existing bargaining unit position
- 2. If the vacancy cannot be filled by reassigning existing staff, keeping each teacher at the same level of employment, the vacancy will be filled by a regular part-time teacher on a seniority basis, providing the teacher is certified, qualified, and available to teach at that time.

- B. Whenever any professional vacancy occurs, including supervisory, the administration shall immediately post such vacancy for ten (10) days and shall mail a copy of the posting to each bargaining unit member. No vacancy shall be filled, except on a temporary, emergency basis, until after such posting has taken place.

- C. Qualifications for vacancy and layoff purposes are as follows:
 - 1. All employees are qualified to teach Adult Basic Education providing they have the following credits in teaching of elementary math and reading:
 - a. ABE for math at least six (6) semester credit hours of elementary math.
 - b. ABE for reading at least six (6) semester credit hours of elementary reading.
 - 2. High School Completion qualifications shall be Michigan certification.
 - 3. The Employer and the Association may, by mutual agreement, waive part or all of the above qualifications on a permanent basis or on a temporary basis not to exceed one school year.

4. The required qualifications in #C1 shall be permanently waived if the ABE teacher has demonstrated proficiency in ABE math and/or reading by student achievement increases of one or more grade levels per year for three (3) consecutive years. The average score of all the students taught by the teacher must achieve the one or more grade levels during the school year.
 5. The credit requirements in #C1 are waived for all teachers currently teaching ABE (1988-89 school year).
- D. When professional vacancies occur in the Ironwood Area School District, and such vacancies are not filled from within the Ironwood Area School District, the positions will be posted within the Gogebic County Community Schools District bargaining unit. Serious consideration shall be given to such applicants.

ARTICLE XVII

REDUCTION OF STAFF

- A. Reduction of staff is defined as the elimination or reduction of the number of classes that are assigned to a teacher.

- B. If a reduction of staff becomes necessary, the District will determine the certification and qualification needed to conduct the remaining classes. The teacher with the least seniority whose position can be filled by a certified and qualified teacher from within the unit will be reduced or laid off.

- C. Teachers will be recalled on the basis of seniority with the most senior person recalled first according to certification and qualification requirements.

- D. If a teacher is on layoff and refuses a recall for a position equal to the one from which he/she was laid off, he/she loses the right of recall.

- E. The provisions of this article pertain only to the establishing of classes at the beginning of the year and do not pertain to teachers whose classes are eliminated during the year for lack of students.

ARTICLE XVIII
SICK LEAVE PAY

- A. Sick leave shall be granted in case of illness or physical disability due to accidental injury of the employee.
- B. Sick leave shall accumulate at the rate of ten (10) days a year to a total of 155 days in 1990-91, 160 days in 1991-92, and equal to the accumulation in the Ironwood EA contract in 1992-93.
- C. Ten (10) days shall be credited to each full time employee at the first pay period after full time status has been gained, except when maximum is or will be reached during the school year, in which case it will be added at the end of the year if used during the year. A prorated number of sick days will be awarded to part time employees at the same time upon the following formula:
- 4 Classes = 5 sick days
5 Classes = 6 sick days
6 Classes = 8 sick days
7 Classes = 9 sick days
8 Classes = 10 sick days
- D. In the 1988-89 school year, for the purpose of determining usage of sick days, each class assigned and each block of prep time will equal .56 of a sick day. This will be reviewed on an annual basis.
- E. Should a teacher leave the school system during the school year, he/she will reimburse the school for any sick leave pay he/she might have received based on the sick leave allowance for that year. The prorated return shall be determined by consideration of the fraction of the total number of school days remaining at the time of departure.

F. Sick leave is provided for illness and personal injury only. The Board reserves the right to investigate alleged misuse and require a doctor's statement if deemed necessary. An employee violating this section and found guilty may be subject to disciplinary action.

ARTICLE XIX

LEAVES OF ABSENCE

- A. Any employee whose personal illness extends beyond the period compensated under Sick Leave Pay shall be granted a leave of absence without pay for such a time as is necessary for complete recovery from the illness. Upon return from leave, an employee shall be assigned to a comparable position (positions vary annually).
- B. Leaves of absence with pay (prorated for part time employees), chargeable against the employee's sick leave, shall be granted for the following reasons:
1. A maximum of five (5) days per incident for a critical illness or emergency in the immediate family. Critical illness is defined as a health situation which could result in immediate death. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. Additional days without pay may be granted by the District.
 2. Attendance at a ceremony awarding a degree to a staff member for such a portion of the day as is necessary.
 3. One day, except where travel requires additional time, for the attendance at the school graduation of a son, daughter, husband, or wife.
- C. Leaves of absence with pay, not chargeable to sick leave allowance, shall be granted for the following reasons:
1. An employee shall be allowed for death in the immediate family up to three (3) working days as funeral days, only one (1) of which may follow the day of the funeral. None of the funeral days shall be deducted from sick leave. The immediate family is defined as spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. One (1) day will be allowed for brother-in-

law, sister-in-law, niece, nephew, aunt, and uncle. In the event the employee is responsible for the arrangements for the emergency caused by the death, or in case of distant travel, the Superintendent may allow one (1) or two (2) additional days.

2. Court appearance as a witness in any case connected with the employee's employment or the school, or whenever the teacher is subpoenaed to attend any legal proceeding.
 3. Time necessary to take the selective service physical exam.
 4. Absence from work because of mumps, pink eye, impetigo, scarlet fever, measles, chicken pox, or lice with a doctor's certification.
 5. Personal Leave: If a class is rescheduled in such a way that students can attend, the normal meeting time may be used for personal leave. Block preparation time may be used with no necessity of make-up. This personal leave may be taken as follows:
 - a. 6 classes/year - prior written notification is necessary
 - b. 4 classes/year - may be granted at the discretion of the Board for employees with expertise in matters which make a necessary and very important contribution to local community affairs. The applicant for such leave must establish, in writing, the nature of his contribution and how it will benefit the Ironwood Area School District's citizens. Prior Board authorization is necessary.
 - c. 4 classes/year - to be credited to the president of the Association to be used by the Association for Association business. Prior written notification is necessary.
- D. Leaves of absence of a semester duration (2 quarters) or more without pay shall be granted upon application as allowed by law or at the Board's discretion. No credit on the salary schedule or seniority list will be awarded for the leave.

E. Maternity Leave

1. A leave of absence without pay shall be granted for up to one (1) year for the purpose of maternity.
2. The employee may continue teaching as long as she can continue her regularly assigned responsibilities.
3. The employee will notify the district, in writing, of her plans regarding maternity leave by the end of the fifth month of pregnancy.
4. Leave for adoption of a child shall begin at the date of acceptance of the child. Leave of absence is the same as provided in item 1.
5. An employee may use sick leave in lieu of maternity leave.
6. No credit on the salary schedule or seniority list will be awarded for the leave.

F. The Board agrees to compensate employees called to jury duty by an amount equal to the difference between jury pay and the employee's regular salary.

G. Any employee who is absent because of an injury or disease compensable under the Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the number of days he/she is absent from his/her teaching duties during the duration of Worker's Compensation or sick leave accumulation. These days shall be subtracted from his/her sick leave on a prorated basis on that portion for which the school paid over and above Worker's Compensation. When sick leave accumulation is exhausted, the employee shall receive only that amount which is paid directly under the provisions of the Michigan Worker's Compensation Law.

H. Terminal Leave Pay: Any employee who has been employed for ten (10) years or more for the Gogebic County Community Schools shall receive upon termination of

his/her services from the district \$22.50 for each unused sick leave day to a maximum of \$3487.50 in 1990-91, \$30.00 for each unused sick leave day to a maximum of \$4800 in 1991-92, and per the Ironwood EA contract for 1992-93.

- I. Vacations or leaves with loss of pay for other than those provided herein will not be allowed.

ARTICLE XX
SABBATICAL LEAVE

- A. Upon request, employees who have been employed for 48 units of seniority shall be granted a sabbatical leave for one (1) year. During said sabbatical leave, the employee shall be considered to be on leave with no remuneration of any kind.

- B. An employee, upon return from a sabbatical leave, shall be restored to a position of like nature and status. No credit on the salary schedule or the seniority list will be awarded for the leave.

- C. No more than one (1) bargaining unit member shall be placed on a sabbatical leave during the same period of time.

ARTICLE XXI
PROFESSIONAL IMPROVEMENT

- A. A special yearly tuition fund of \$750 will be established. The money can only be used for educational improvement that affects the classroom. Ground rules will be established by one (1) member from each of the following: Board, EA, Administration, and Uniserv office.

- B. Employees will be permitted to visit other Community School programs and attend educational conferences or conventions without loss of pay when approved by the Community Schools Director. The employer shall pay mileage and reimburse the employee for reasonable expenses incurred while making such trips.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

- A. Act of God days shall be handled in accordance with whatever the state law or regulations permit. If the school district is required to make up instructional days, the parties shall meet and mutually decide where to place these additional days on the calendar.

If a school district is closed due to inclement weather, the Gogebic County Community Schools classes conducted in that district will also be closed. The rescheduling of classes shall be in accordance with paragraph one of this section.

If, due to severe weather conditions, a teacher feels unsafe traveling to a class where there is no snow day, the class may be rescheduled to a date and time students can attend. The teacher is responsible for getting prior approval of the district, for notifying students, and for putting the changes on file in writing the next day.

- B. A reimbursement up to \$50 per school year shall be provided for employees who are required to purchase and wear special clothing while performing their assigned duties.
- C. The Community School calendar year shall be adjusted, if possible, to include an additional week to provide for sufficient flexibility for make-up classes.

ARTICLE XXIII
DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1990 through August 31, 1993.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DATE OF SIGNING:

GOGEBIC COUNTY COMMUNITY SCHOOL CONSORTIUM
IRONWOOD AREA SCHOOLS BOARD OF EDUCATION

BY _____
PRESIDENT

BY _____
SECRETARY

GOGEBIC COUNTY COMMUNITY SCHOOL EDUCATION
ASSOCIATION

BY _____
PRESIDENT

BY _____
SECRETARY

APPENDIX A
SALARY SCHEDULE AND FRINGE BENEFITS

A. The basic salary schedule shall be the same schedule that is established for the teachers of the Ironwood Area School District for the respective year. This applies to all full-time and regular part-time employees of the Gogebic County Community Schools District.

B. The compensation for the hourly Gogebic County Community Schools employees shall be as follows:

		<u>1991-92</u>	<u>1992-93</u>
1.	Preschool	\$ 8.60	\$ 9.05
2.	BA Degree: Zero to Three Years	\$ 9.90	\$10.42
	(or Less) Three to Six Years	10.43	10.97
	Six Plus Years	11.47	12.07
3.	MA Degree: Zero to Three Years	\$11.99	\$12.62
	Three to Six Years	12.51	13.17
	Six Plus Years	13.55	14.26

1992-93: All figures increased by the same percent increase as the salary increase in the 1992-93 Ironwood EA contract.

C. The fringe benefits shall be the same as those established for the teachers of the Ironwood Area School District for the respective year (See Teaching Personnel Contract, Article entitled Insurance Protection). This applies to all full-time and regular part-time employees of the Gogebic County Community Schools District.