

7/1/92

MASTER AGREEMENT BETWEEN CADILLAC AREA PUBLIC SCHOOLS

AND

CADILLAC ADMINISTRATORS ASSOCIATION

JULY 1, 1989 THROUGH JULY 1, 1992

Cadillac Area Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Agreement entered into this 11th day of September, 1989, by and between the Board of Education of Cadillac Area Public Schools, Wexford, Osceola, and Lake Counties, Michigan (hereinafter called "Board") and Cadillac Administrators Association, (hereinafter called "Association").

ARTICLE 1 RECOGNITION

The Board hereby recognizes the Association as exclusive bargaining representative for the purpose of Act 336 of P.A. of 1947, as amended, for the following described bargaining unit:

All full time and regularly employed part-time building principals and assistant principals employed by the Board excluding therefrom the Superintendent of Schools, Assistant Superintendents, Administrative Assistants, Business Managers, and all other employees.

ARTICLE 2 DEFINITIONS

A. BOARD

The term "Board" as used in this agreement shall mean the Board of Education, a quorum of the elected members, or their authorized designee.

B. ASSOCIATION

The term "Association" as used in this Agreement shall mean the Cadillac Administrators Association.

C. EMPLOYEE

The term "Employee" as used in this Agreement shall mean a person employed in a position within the bargaining unit as defined in Article 1.

D. CLASSIFICATIONS

Classifications within the bargaining unit for the purposes of this Agreement are as follows:

- Elementary Principal
- Middle School Principal
- High School Principal
- Assistant High School Principal
- Assistant Middle School Principal

E. PROBATION

Each member of the Association shall be considered a probationary employee during the first two (2) years of employment in an administrative position.

F. DAYS

The term "days" referred to in this Agreement shall be days when the Superintendent's office is open to the public, unless specifically referred to as calendar days.

G. SUPERVISOR

The term "supervisor" as used in this Agreement shall mean the Superintendent or his designee, such as Assistant Superintendent.

H. LENGTH OF SERVICE

The term "length of service" shall mean the number of years as a member of the bargaining unit. If two employees have the same length of service, that employee with the most years of service for the district shall be considered to have the greater "length of service".

ARTICLE 3
BOARD'S RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such right or with respect to the consequence of such action during the term of the Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer.
- B. Continue its rights and past practice 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.
- C. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. 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 of changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relation.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees, providing such selection shall be based upon lawful criteria.

ARTICLE 4
BOARD AND ASSOCIATION RESPONSIBILITIES

- A. It is the responsibility of the Board to consult with individual principals affected prior to taking formal action when:
1. It addresses itself to parental, teacher, or student complaints concerning the principal.
 2. It decides to change policies it expects the principal to carry out.

The foregoing defines a working relationship rather than a grievable contractual commitment, but it is agreed by both parties to be conducive to better day-to-day understanding.

- B. It is the responsibility of Association members to be on the job performing their duties in the best interests of the students, teachers, and school system as a whole without regard to normal working hours; to recommend assignment of pupils and teachers within their buildings, to evaluate staff and make recommendations regarding curricula within their buildings and to carry out the policies of the Board.

ARTICLE 5
GRIEVANCE PROCEDURES

A. **DEFINITIONS**

1. A grievance is a claim by one or more employees or the Union that there has been an alleged improper application, violation, or misinterpretation of this Agreement.
2. An aggrieved employee is the employee(s) who is directly affected and, therefore, will make the claim.
3. Reference to the term "employee" in this Article will be interpreted to mean "Association" when the Association is filing a grievance.

B. **EXCLUSIONS**

1. The termination of services, demotion of, or non-renewal of contract for any employee.
2. Any matter involving employee evaluation.
3. Any matter for which there is recourse under State or Federal statutes.

4. Any matter for which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
5. Any matter involving layoff or recall of any employee.

C. GRIEVANCE FORM

Any grievance presented in writing must include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or subsection of this contract alleged to have been violated.
3. Date of the alleged violation.
4. Relief requested.
5. Signature of the grievant or Association representative.

Any grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

D. PROCEDURE

Step 1 - Assistant Superintendent: An employee has ten (10) days after the employee has become aware of, or could have reasonable become aware of, the occurrence of an event upon which a grievance may be filed, to orally discuss the matter with the Assistant Superintendent, who will attempt to resolve the matter informally. If the aggrieved employee is not satisfied with the oral disposition of the grievance by the Assistant Superintendent, the employee may pursue the matter by filing a grievance in written form to the Assistant Superintendent within ten (10) days of such discussion. The Assistant Superintendent or other Board representative shall return a written answer within five (5) days thereafter.

Step 2 - Superintendent: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, written notification containing endorsement of approval or disapproval of the Association shall within five (5) days thereafter be transmitted to the Superintendent stating the reason to pursue the grievance to Step 2. The Superintendent or his designee shall then meet within ten (10) days of the receipt of the grievance at a mutually

satisfactory time with the aggrieved employee and appropriate Association representatives to discuss the matter. The Business Manager will respond to the Association with a written answer within five (5) days of such meeting. Either party shall have the right to have present at such meeting representatives who may have knowledge of the matter and who may be helpful in reaching a resolution of the matter.

Step 3 - Board Personnel Committee:

If the decision of the Superintendent of School is not satisfactory to the Association, the grievance may be submitted to the Board Personnel Committee by written notice given by the Association to the Superintendent within ten (10) days after receipt of the Superintendent's decision. The Board Committee shall meet within fifteen (15) days of the receipt of the grievance at mutually satisfactory times. The Superintendent shall respond to the Association with a written answer within five (5) days of such meeting

Step 4 - Arbitration: If the decision of the Board of Education Personnel Committee is not satisfactory to the Association, the grievance may be submitted to arbitration by written notice given by the Association to the Committee within fifteen (15) days after receipt of the Committee's decision. If the Committee and the Association cannot agree upon an arbitrator within five (5) days after written notice, the matter will be submitted to the American Arbitration Association for settlement under their rules. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this agreement and he/she shall have no power to alter, add to, or subtract from, the terms of this Agreement as written. The decision of the arbitrator shall be final and binding on all parties involved. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to decide any question which under this Agreement is within the authority of the Board to decide.

- c. He shall have no power to decide any question which under this Agreement is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- d. He shall have no power to interpret state or federal law.
- e. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- f. If the Board disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine whether he has jurisdiction to act, and if he finds that he has no such power the grievance shall be referred back to the parties without decision or recommendation on its merits.
- g. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- h. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

E. DISCLOSURE

Neither party may raise a new defense or ground at Level three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the arbitrator's hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. The positions of both parties and relevant facts must be stated. There can be no information presented in arbitration which has not been presented to the other party.

F. CLAIMS FOR BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation they may have received from a source of like nature during the period.

G. GRIEVANCE HANDLING

All preparation, filing, presentation or consideration of grievances shall be held at times other than when an administrator or a participating Association representative are to be at their assigned duty stations.

H. ASSOCIATION GRIEVANCES

The Association shall have the right to initiate a grievance involving the right of a group of administrators to maintain the integrity of the contract.

I. TIME LIMITS

Should an administrator or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an administrator fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment) all further proceedings on a previously instituted grievance shall be barred.

ARTICLE 6
PHYSICAL ABILITY

All employees, at their expense, shall show proof of freedom from active tuberculosis within fourteen (14) days of starting employment, and shall continue to do so annually, or less frequently, as required by the employer. The Board reserves the right to require that an employee submit to a physical and/or psychological examination by qualified person(s), in which case the board is entitled to all relevant information. If such person declares an employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Board. The Board shall bear the full cost of required examinations.

ARTICLE 7
EMPLOYEE EVALUATION

A. BUILDING VISITATIONS

The supervisor will periodically visit employees in their buildings and evaluate the employees' effectiveness. A

critique will be held between the supervisor and the employee.

B. EVALUATIONS

There will be a minimum of one summary evaluation per year for each administrator. The evaluation shall be completed in writing on or before June 30. All evaluations of each administrator shall be discussed with the administrator. Each administrator will receive a copy of his/her evaluation. The original copy shall be signed by the administrator and shall be placed in a confidential file in the Board office and will be handled in accordance with Board policies. Each administrator shall have the opportunity to submit a written comment on his or her evaluation which shall be attached to said evaluation. Before an evaluation form is used, it will be presented to the administrators for review and discussion purposes only.

ARTICLE 8
DISCIPLINE & DISCHARGE

A. ASSISTANCE

The Board agrees to offer reasonable assistance and counsel to employees to help correct known inadequacies through the process of evaluation more specifically hereinafter set forth.

B. WARNING

If a problem exists, a formal warning shall be issued to the employee which contains his inadequacies in writing.

C. CONFERENCES

Two (2) conferences shall be held between the employee and the supervisor dealing with the employee's inadequacies.

D. PERFORMANCE REVIEW

If the problem still persists after the conferences as specified in Section C above, a formal review of the employee's performance shall be written out and presented to him at a subsequent conference. During this conference, the employee may be accompanied by a representative of the Association at the employee's option.

E. CONTEMPLATION OF NON-RENEWAL

If the Board of Education is contemplating non-renewal (as opposed to termination) or a demotion which shall be defined as transfer to a position carrying a lower salary, the Board upon completing the conferences specified in Sections C and

D above shall issue a statement of contemplation of non-renewal or demotion including the reasons therefore. This statement shall be given to the employee not less than thirty (30) days in advance of sixty (60) days prior to the termination date of the employee's individual contract. The employee at his own option, may be granted a meeting with the Superintendent to fully discuss the reasons given by the Board in the contemplation notice.

F. NON-RENEWAL OF CONTRACT

Upon receipt of the notice of contemplation by the Board, the employee shall have the right to an open or closed session before the Board, prior to sixty (60) days before the termination date of the contract. The employee shall indicate in writing to the Board of Education as to his desire of an open or closed session. At the meeting with the Board, the employee shall have the right to be represented by the Association or his own personal counsel. The Board's action concerning non-renewal or demotion shall take place not less than sixty (60) days prior to the termination date of the contract and shall be for reasons that are not arbitrary and capricious. If the Board shall fail to provide a meeting upon the request of the individual, the individual contract shall be renewed for an additional one (1) year period.

G. DISCHARGE

It is understood and agreed between the Association and the Board that certain areas of misconduct may be of such a gross nature as to eliminate the necessity of Paragraph A through C above. If an employee's contract is to be terminated during the life of his individual contract (as opposed to non-renewal), the Board of Education will file written charges with the employee appraising him of his offense, offer him an opportunity to a hearing, either public or private, before the Board, and will offer proofs of reasonable and just cause for dismissal. The Board reserves the right to suspend the employee during the period of notification with pay.

ARTICLE 9
STAFFING PROCEDURES

A. STAFFING

The Board and Association agree that all positions shall be staffed by the most competent and qualified persons. The Board shall have the right to make the final decisions on staffing of all positions covered by this Agreement.

B. DEFINITION - VACANCY

A vacancy shall be defined for the purposes of this Agreement as a position previously held by a bargaining unit

member, or a newly created position within the bargaining unit.

C. POSTING

Whenever any permanent vacancy in a bargaining unit position in the district shall occur or whenever a new bargaining unit position is created, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and provide for appropriate posting. The vacancy will remain posted for a period of ten (10) days and will not be permanently filled until the expiration thereof.

D. APPLICATION

Any employee possessing the qualifications to apply for such vacancy may do so in writing to the supervisor within a ten (10) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service, building, area of specialization, and other relevant factors.

E. SELECTION

The Board reserves the right to transfer an employee without request and to deny applications as above specified. The Board reserves the right to assign employees on the basis of its own judgment of the factors in Section D above, and also to hire new employees for any vacancy. At the request of the employee the Board will give reasons in writing for denial of application of involuntary transfer.

F. TENURE

it is expressly understood that no employee will gain tenure in an administrative position.

ARTICLE 10
LAYOFF AND RECALL

A. DEFINITION

The definition of the work "layoff" means a reduction in the number of bargaining unit employees employed by the Board for any reason, with recall rights. It is hereby specifically recognized that is within the sole discretion of the Board of Education to reduce the education program and curriculum.

B. LAYOFF

When the Board determines reductions in the number of employees covered by this Agreement, the employees affected

shall be determined by their experience, competency, qualifications, length of service, and other relevant factors as determined by the Board. If all other factors are equal, the employee with the least length of service shall be laid off. Employees who have been notified of layoff may apply for teacher status with the school district.

C. RECALL

Recall shall be in inverse order of layoff within his/her classification. Any employee on layoff will have the automatic right for consideration of vacancies outside of his/her classification in accordance with Article 9. The parties agree an employee's eligibility for recall shall immediately terminate if he:

1. Resigns or his/her employment by the Board otherwise terminates, or
2. Fails to report and/or be available to commence working as per the conditions of the Board's recall notice.
3. Employees shall have recall rights for a period of time equal to their length of service in the bargaining unit, but not to exceed three (3) years.

The Board's notice of recall shall be transmitted by certified mail to the employee's most recent address on file with the Board.

ARTICLE 11
ASSOCIATION PRIVILEGES

A. INTERSCHOOL MAIL

The Association shall have access to the use of the interschool mail service without cost to the Board.

B. ASSOCIATION BUSINESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours provided that such activities do not occur within normal hours of school business and operation or the hours of management responsibilities of the administrators involved. This section does not apply to activities related to the grievance procedure.

C. PROFESSIONAL LEAVE DAYS

A pool of four (4) professional leave days shall be available to the Association that may be used by its officers and other officials to attend conferences and other meetings related to the conduct of its affairs or the welfare of professional school administrators in general.

It is understood that not more than two (2) officers of the Association can be on professional leave from the District on any one (1) day that the children are in session. Also, any one (1) officer may use up to four (4) professional leave days in any one (1) year. It is further understood that all such leave days shall have the prior approval of the Association and that the Superintendent shall be notified at least two (2) days prior to the day such leave time shall be taken.

ARTICLE 12
LEAVES WITH PAY

A. **SICK LEAVE**

1. Each employee shall be granted one (1) day for each month of employment for sick leave, not to exceed twelve (12) days per year, with a maximum accumulation of one-hundred-and-twenty (120) days, and prorated for partial months. Each employee may elect to take up to seven (7) days annually to be deducted from sick leave for illness in the immediate family. (Spouse, children, grandchildren, parents, grandparents, parents-in-law, siblings, household dependents).
2. Pay for sick leave shall commence with the time the employee is unable to work and shall continue for the duration of the illness and/or disability, until the Board has paid an amount equal to the employee's accumulated leave, or until the employee becomes eligible for long term disability insurance payments, whichever is sooner. The supervisor may request a doctor's certificate at district expense in cases of illness. Employees must notify the supervisor as early as possible previous to the scheduled reporting time when unable to work, unless it is impossible to call.

B. **SICK LEAVE BANK - DISTRICT CENTRAL BANK**

A person who was a teacher in the Cadillac Area Public Schools system may carry over their accumulated sick leave days up to the maximum of the administrative contract.

1. A District Central Bank shall be created effective the first day the employee works in the current school year. The employee will place two (2) of their twelve (12) allotted days at the disposal of the District's Central Bank.
2. The District Central Bank is intended to provide each administrator with comprehensive protection from financial burdens imposed by prolonged disability, long-term illness, disability accident or the same chronic recurring illnesses. In order to be eligible to draw from the sick bank, the following criteria must be satisfied.

- a. No administrator may draw from the sick bank until he or she has exhausted all of their accumulated sick days.
 - b. No administrator may draw from the sick bank while on a leave of absence without pay or while drawing workers compensation or while drawing long term disability provided in Article 16, on page 15.
 - c. An administrator shall not be eligible to draw more than ninety (90) work days pay from the sick leave bank. Applications for long-term disability must be made as soon as the administrator is reasonably aware that the policy may be applicable to his/her situation. All administrators drawing from the sick leave bank must apply for long-term disability and must take long-term disability in lieu of sick ban benefits as soon as they are eligible to do so.
3. The District Central Bank Committee shall be composed of four (4) members, an equal number of representatives of the Association and the administration. All approvals of the Committee shall be by a majority of the members. The criteria for such approvals shall be set and published by the District Central Bank Committee. This shall not apply while a person is drawing workers compensation award.
 4. Days credited to the sick bank shall carry over to the following school year.
 5. Prolonged disability shall be defined as four (4) consecutive weeks with a physician's statement attesting to the incapacity to work. The Board reserves the right to require a second opinion from the Board's physician at the board's cost. Child care, as differentiated from disability due to child birth shall not be covered by sick leave or the sick leave bank provisions.
 6. It is expressly understood that the provisions of the sick leave bank are only for the personal illness of the administrator and shall not apply for family care, child care, or illnesses of the immediate family.

C. PERSONAL BUSINESS

Two (2) days maybe used per year for personal business. Such leave must be approved in advance by the supervisor. Request for personal leave must be in writing two (2) working days in advance, except for emergencies. Such leave may not be used in conjunction with vacation or holidays.

Such leave must be used for business that can only be conducted during normal working hours and shall not be used for other employment or recreation.

D. COURT APPEARANCE

Other leaves with pay not deductible from sick leave are absences for court appearances as a witness in any case connected with the employee's employment under the Board, when the Association is not a party to the litigation. Paid

leave of absence will be granted for jury duty. Any compensation, excluding expense reimbursement, received by the employee in the form of witness fees or jury pay will be given to the Board to offset wages paid.

E. FUNERAL LEAVE

Each administrator may be granted one (1) day with pay to attend the funeral of a person not in his immediate family not to exceed five (5) such days per year. Administrators may use in any one school year, up to five (5) days for death in the immediate family without deduction from sick leave, thereafter up to four (4) days may be used for death in the immediate family which shall be deductible from sick leave. The foregoing days shall be non accumulative. Notification for leave for a funeral is expected as soon as practical to the superintendent.

ARTICLE 13
LEAVES WITHOUT PAY

A. LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed one year may be granted upon request for:

1. Serving in any public position.
2. Maternity and child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
3. Illness leave (physical or mental).
4. Prolonged illness in the immediate family.
5. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student. The Board may pay tuition for courses related to professional development.
6. Other leaves approved by the superintendent.

Benefits shall not accrue during an unpaid leave. In the case of illness an extension of leave may be requested.

B. APPLICATION FOR LEAVE OF ABSENCE

An application requesting a leave of absence pursuant to this Article must be submitted to the supervisor no later than three (3) weeks prior to the time the leave is to commence provided, however, in proper cases, exceptions shall be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time; and if requested verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

C. RETURNING FROM LEAVE

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning early from leave must wait for the next available job opening. Employees returning at the approved date will be placed in the position they left, or an equivalent position.

ARTICLE 14
HEALTH CARE BENEFITS

A. ELIGIBILITY

The health benefit plan made available in this Article is for employees who are not eligible for coverage under another health insurance program (i.e. through a spouse).

B. BENEFIT COVERAGE

1. In the 1989-90 school year, the Board of Education will pay up to full family Blue Cross - Blue Shield Master Medical Option IV 50/100 co-pay with Pre-100 Rider (Predetermination) and Prescription Drug Program 50 Co-pay or pay full MESSA Super Med I/Care. The Board agrees to reimburse the \$50/100 person/family deductible at the end of each school year upon proof of payment.
2. Effective July 1, 1990, the Board will pay up to a 38% increase in the premiums paid in 1989-90 for MESSA Care/I, it being understood that the 38% increase may be distributed over the last two (2) years of this contract (90-91, 91-92). If premium costs exceed 38%, the Association shall have the right to elect one of the following options prior to the rate increase;

first, continue the same coverage with payroll deduction for the balance of the excess over the 38%; second, agree to modify the coverage to bring the premium payments down to the Board contribution; or thirdly, to evenly reduce the salary schedule to reflect the cost of insurance increase over the 38%. In absence of Association's choice prior to the implementation of the rate increase, the Board shall implement payroll deduction.

3. The fully paid Blue Cross-Blue Shield coverage specified in B-1 will remain in effect for the life of this contract.
4. If payroll deduction is implemented, it shall commence with the first paycheck in September, retroactive to July 1, and be evenly distributed throughout the 21 or 26 pays for that school year.
5. For those employees electing Blue Cross - Blue Shield coverage specified in B-1, \$500.00 per year will be reimbursed for physical exam cost incurred by the Administrator. Upon proof of payment (\$500.00 per year may be accumulated over three years to a maximum of \$1500.00 for reimbursement of physical exams). Information relating to ability to perform duties shall be made available to the Board's physician upon written request from the superintendent.

C. ENROLLMENT

1. New Employees: New employees who are eligible for health care benefits may be enrolled on the first day of the month following the month in which the employee is hired.
2. Current Employees: Current employees who are eligible for health care benefits may be enrolled on the first day of the month following the month in which they became eligible or during any open enrollment.

D. TERM

Benefit coverage is for a full twelve (12) month period. Benefits will be terminated on the last day of the month in which the employee leaves the employ of the Board, goes on unpaid leave, or becomes ineligible for benefits.

ARTICLE 15
LIFE INSURANCE

The Board shall provide term life insurance for each member of the bargaining unit of not less than two times each administrators salary for the life of this contract.

ARTICLE 16
DISABILITY INSURANCE

The Board shall provide long term disability insurance beginning at the 90th consecutive day of the same or related illness or disability and at a rate not to exceed 66 2/3 of the subscriber's salary in accordance with the following provisions:

1. Monthly maximum pay of \$4,000.00.
2. Social security freeze
3. Rehabilitation clause (50% of rehab offset)
4. Primary social security offset
5. No preexisting condition or eligibility waiting period
6. Two (2) year own occupation clause

ARTICLE 17 - 1
DENTAL CARE BENEFIT

The Board shall provide Delta Dental Plan E with orthodontic rider 0/7. The plan shall include internal and external coordination of benefits.

ARTICLE 17 - 2
VISION

The Board shall provide Vision Care Insurance with the following provisions: Vision Testing Examinations - visual acuity tests, external examination of the eyes, tonometry (glaucoma test), medications for dilating pupils and desensitizing eyes for tonometry, binocular measure, ophthalmoscope, patient history, \$5.00 Co-Pay; Lenses - standard size - less than 65mm diameter, glass or plastic, single vision, bifocal or trifocal, tints - medical necessity and equivalent to rose #1 and #2, frames - standard size - holds standard lens, metal, plastic, wire, \$7.50 co-pay; contact lenses when medically necessary because eyeglasses cannot correct vision to 20/70 in better eye or certain other visual conditions exist, hard lenses, extended wear lenses, single vision lenses, bifocal lenses, soft lenses when not medically necessary, plan will pay up to \$80., \$7.50 Co-pay.

ARTICLE 17-3
DEATH BENEFIT

In the event of the death of a bargaining unit member, the Board shall continue payments of the applicable contributions for health, dental and vision insurance plans for the bargaining unit members eligible dependents, who are presently receiving insurance at the time of the bargaining unit member's death, for a period of six (6) months, to begin on the first month following the date of death. Dependents must continue to meet all eligibility requirements established in the policy.

ARTICLE 18
REIMBURSEMENT

A. BUSINESS EXPENSE

1. Each employees who uses her/his own vehicle for official school business at the request of the supervisor shall be reimbursed at the I.R.S. rate for each mile driven outside the district while conducting such official school business. The employee shall submit a request for reimbursement to Central Office.

2. Each employee who incurs throughout the year school business expense, i.e. vehicle usage, community service, meals, etc., within the district shall be reimbursed quarterly at the following rate:

Lincoln, McKinley, Franklin, Kenwood Principals	\$700.	each year
Forest View Elementary Principal	\$850.	" "
M.S. & H.S. Assistant Principals	\$750.	" "
Middle School Principal	\$1,170.	" "
High School Principal	\$1,350.	" "
Special Education Coordinator	\$850.	" "
I.S.D. Special Education Building	\$850.	" "

B. MEALS

Each employee who is away from the school district during a normal meal period while performing assigned duties has the option of procuring a meal at school district expense. Requests for reimbursement shall be submitted not later than thirty (30) days after the date on which the expense was incurred. The amount of reimbursement shall be subject to administrative guidelines.

C. TUITION REIMBURSEMENT

Tuition will be reimbursed by the Board of Education upon course completion for a maximum of six semester hours credit per year. The course selection must be approved by the supervisor prior to enrollment.

D. STATE LEVEL CONFERENCE ATTENDANCE

Each employee will be allowed to attend one (1) state level conference each year at the expense of the Board. No more than four (4) employees may attend a conference on the same day or days.

E. NATIONAL CONVENTION ATTENDANCE

1. Employees will be permitted to attend their respective National Association Convention on a rotation basis (2 members/per year maximum).

2. Actual expenses as per receipt including transportation by tourist class air fare.
3. An employee may request of the Superintendent of Schools, an exemption from rotation schedule if circumstances warrant. In such cases a substitution of an employee may be granted.

F. SCHOOL SPONSORED EVENTS

Free passes will be provided to all school sponsored events for each employee.

G. CAPS ADMINISTRATIVE WORKSHOPS

An employee shall receive reimbursement in the amount of expenses incurred for meals, transportation, and lodging expense equal to single room rate when in attendance at a Cadillac Area Public Schools Administrative Workshop.

ARTICLE 19
COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of the Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, the one exception being noted in Article 22.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrative contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application will be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 20
AGREEMENT NOT TO STRIKE

The Association recognizes that strikes by public employees as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike, slowdown, work stoppage, picketing, or sit-in against the Board by any employee or group of employees.

ARTICLE 21
DURATION OF THIS AGREEMENT

This Agreement shall be effective on July 1, 1989, and shall remain in effect until July 1, 1992. Negotiations between the parties shall begin sixty (60) days prior to the anniversary date of this contract for Schedule A only in the second and third years of the contract, and sixty (60) days prior to the expiration date of the contract for an entire new agreement.

In witness whereof, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

FOR THE UNION

By: *Leage Koringane*
President

Date: 11/13/89

By: _____
Secretary

Date: _____

By: _____
Negotiator

Date: _____

FOR THE BOARD

By: *Craig J. Waldner*
President

Date: 11/13/89

By: *Meredith G. D. ...*
Secretary

Date: 11/13/89

By: *Dr. Fred E. ...*
Negotiator

Date: 11/13/89

SCHEDULE A
BASE ANNUAL SALARY

1. PRESENT EMPLOYEES

CLASSIFICATION

<u>ELEMENTARY PRINCIPAL</u>		SCHEDULE: 199.5 WORK DAYS
1989-90: \$42,878	1990-91: \$45,945	1991-92: \$49,195
<u>MIDDLE SCHOOL PRINCIPAL</u>		SCHEDULE: 231 WORK DAYS
1989-90: \$51,630	1990-91: \$55,218	1991-92: \$59,019
<u>HIGH SCHOOL PRINCIPAL</u>		SCHEDULE: 231 WORK DAYS
1989-90: \$54,206	1990-91: \$57,947	1991-92: \$61,911
<u>ASSISTANT H.S. PRINCIPAL</u>		SCHEDULE: 199.5 WORK DAYS
1989-90: \$44,100	1990-91: \$47,240	1991-92: \$50,567
<u>ASSISTANT M.S. PRINCIPAL</u>		SCHEDULE: 199.5 WORK DAYS
1989-90: \$42,878	1990-91: \$45,945	1991-92: \$49,195

2. NEW EMPLOYEES

Administration and supervision years of experience credit shall be granted by the Board of Education. New employees without experience shall start at 90% of the classification of which they are working. The second year the employee shall receive 95% and the third year he/she shall receive 100% of the classification he/she is working under.

3. A ratio relationship of Teachers Step M.A.-11 to Administrators shall be maintained by \$487.00 per year adjustment to the base on the above salary schedule.

SCHEDULE B
OTHER COMPENSATION

A. A longevity payment of \$1000 per annum shall be paid to an administrator after ten (10) years of administrative service in the Cadillac Area Public Schools. An administrator who has served fifteen (15) or more years of administrative service in the Cadillac Area Public Schools shall receive \$1,500 per annum longevity payment.

- B. When the ratio of teachers assigned to the administrators in an administrative unit exceeds twenty-four to one (24:1) each administrator in that administrative unit shall be paid \$500 per annum.
- C. An elementary principal who is assigned to two (2) buildings shall be paid \$1500 per annum. A building principal who is assigned to direct Special Education, Chapter Programs, Curriculum Process, Athletic Director, shall be paid \$1500 per annum. The principal assigned to Kenwood and McKinley Elementary School shall be paid an additional \$1500 per annum. The additional rate of pay is reimbursement for additional hours needed from time to time to complete job assignments. Job descriptions shall be provided for administrators assigned these positions. If in September the Association and Superintendent jointly agree the described extra duty tasks are reduced for the coming year, the amount paid per annum may be reduced.
- D. A member of the Association shall receive 50% of any unused sick leave up to a salary equivalent of 45 days salary upon retirement when said employee is employed by the Cadillac Area Public School District at the time of retirement and retires into the Michigan School Employees Retirement System.
- E. A member of the Association who has served a minimum of 5 years as an administrator in the Cadillac Area Public School District shall be entitled to a severance pay equal to 25% of unused sick leave up to a maximum equal to 15 days salary upon termination of service by the Board of Education.
- F. An additional \$1500.00, per annum will be paid to the administrator who has completed the Education Specialist Degree.
- G. Members of the bargaining unit required to work beyond the number of work days stated in Schedule A of this contract shall be reimbursed at a per diem rate or allowed comp time. Should a member need to work beyond the regular contracted time to complete assignment, he/she shall be required to receive permission from the superintendent prior to commencing work.
- H. Administrators shall be required to report to work on emergency days, including inclement weather, if such days are made up at the end of the year, and thus their contract year number of work days is extended, administrators shall be paid additional per diem or allowed comp time in lieu of additional pay.

