MASTER CONTRACT 1986-89

CHEBOYGAN-OTSEGO-PRESQUE ISLE
INTERMEDIATE SCHOOL DISTRICT

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CHEBOYGAN-OTSEGO-PRESQUE ISLE INTERMEDIATE
BOARD OF EDUCATION

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE INTERMEDIATE
FEDERATION OF TEACHERS,
MFT, AFT, AFL-CIO LOCAL NO. 4317

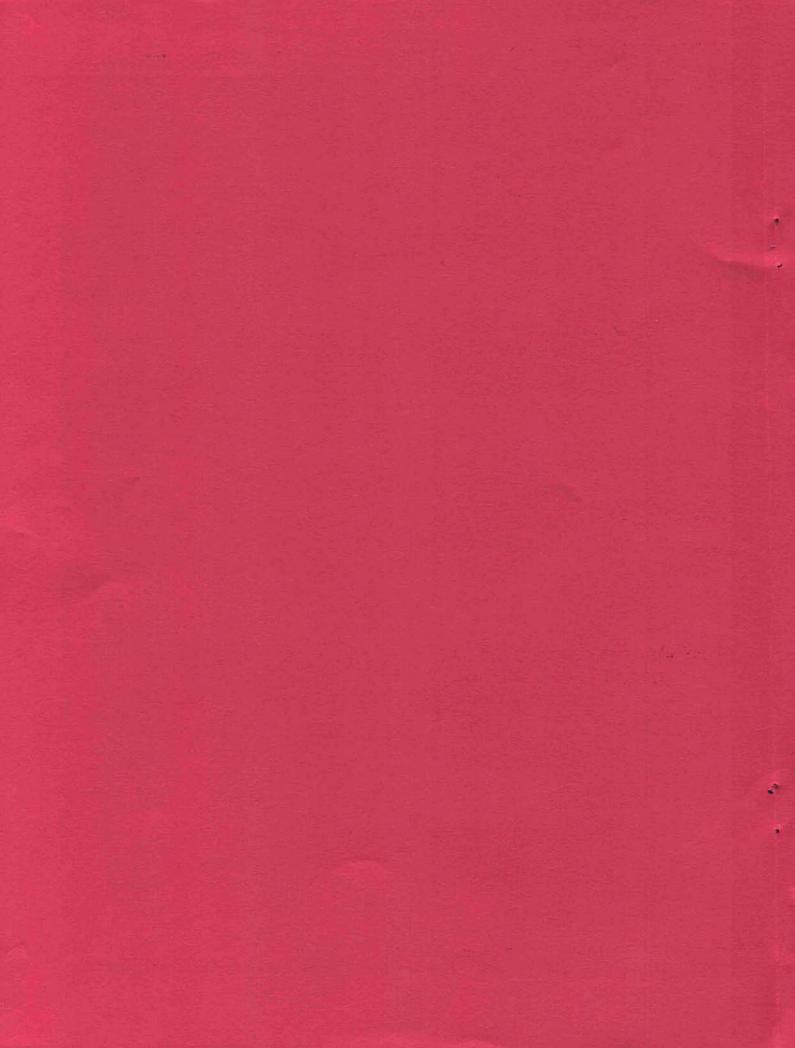


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CHEBOYGAN-OTSEGO-PRESQUE ISLE INTERMEDIATE SCHOOL DISTRICT

CHEBOYGAN-OTSEGO-PRESQUE ISLE INTERMEDIATE BOARD OF EDUCATION

AND

CHEBOYGAN-OTSEGO-PRESQUE ISLE INTERMEDIATE FEDERATION OF TEACHERS, MFT, AFT, AFL-CIO LOCAL NO. 4317

MASTER CONTRACT

THIS AGREEMENT, entered into between the Board of Education of Cheboygan-Otsego-Presque Isle Intermediate School District, Indian River, Michigan hereinafter called the "Board" and the Cheboygan-Otsego-Presque Isle Intermediate Federation of Teachers, MFT, AFT, AFL-CIO, Local No. 4317 hereinafter called the "Federation",

WITNESSETH

WHEREAS the Board and the Federation recognize and declare that providing an education for the children of this school district is their mutual aim and that the character of such education depends predominately upon the quality and morale of the employee service, and

WHEREAS the members of the profession are particularly qualified to assist in formulating policies and programs designed to improve education standards, and

WHEREAS the Board has statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Federation as the representative of its employee personnel,

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

Article I

RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to pay, hours, and other terms and conditions of employment for the entire term of this agreement for all certified, State certified or State approved professional personnel, hereinafter known as "employee" who require such certification or approval for the position. Any employee whose duties are directly associated with the delivery of Special Education or related services to schools in the District and who is not expressly excluded from the agreement because of his administrative responsibilities shall be considered a member of the Federation. Temporary or part time personnel shall be eligible for Federation membership when meeting the above requirement. Part time personnel hired from outside of the Cheboygan-Otsego-Presque Isle Intermediate School District staff, for the summer SMI classroom shall not be a part of this agreement. Salary and fringe benefits shall be pro-rated per board policy in effect at the signing of this agreement.
- B. But excluding: Secretarial, Graphics, General Staff, Media Distribution, Maintenance and Grounds, Production Service Coordinator, AV Technician Assistant, Superintendent, Assistant Superintendent, Supervisory Employees, Temporary or Part-Time Employees not included in A above, and co-op student, Cheboygan-Otsego-Presque Isle Intermediate School District Teacher Aides, Job Placement Coordinator, Autistic Program Coordinator, Coordinator of Planning, Monitoring and Data Collection, Curriculum Resource Consultant and including those positions that do not require state teacher certification or state approval.
- C. The term "Employee" when used hereinafter in the agreement shall refer to all employees represented by the Federation in the bargaining or negotiating unit as above defined, and reference to male or female employees shall include the other sex.
- D. The Board agrees not to negotiate with any employees' organization representing the above named employees other than the Federation.

EMPLOYEE RIGHTS

A. All employees covered under this contract shall be accorded rights as defined by the Michigan General School Laws, including the Michigan Teacher Tenure Act, and all other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

DISTRICT 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 the 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 to this Agreement and by State and Federal law including, but not limited to Act 379 of the Michigan Public Acts of 1965. Board policies shall in no way be in conflict with the provisions of this agreement.

Article II

WORKING CONDITIONS

DAILY WORK SCHEDULE

- A. Itinerant employees must leave notice with the appropriate Intermediate clerical personnel regarding where they may be reached during the school day.
- B. Itinerant employees work schedule will be made out with consultation of the appropriate supervisory personnel.
- C. When working in the Intermediate Office, a day will start at 9:00 A.M. and end at 4:30 P.M.
- D. When working in the schools, employees will be governed by the work day in effect in that school.
- E. Employees who are required to travel shall be allowed to count travel time between schools as part of their work responsibilities.
- F. If the teaching staff from a local school are excused from attendance during any part of the day for other than inclement weather or natural disaster, the Special Education personnel serving that school will report to the Intermediate School District office, or consult with supervisory personnel about an alternative assignment.
- G. If a local school is working under a State approved reduced schedule, due to economic hardship, teachers assigned to that school will be given alternate assignments.

INCLEMENT WEATHER

- A. Days lost to inclement weather shall be made up by ISD employees only when there is a legal obligation to do so.
- B. Classroom personnel, when legally required, shall make up the first four inclement weather days without compensation. In the event that the State grants "grace days" these shall be applied toward this obligation.

Classroom personnel shall be compensated on the following basis:

Day	Rate
5,6	full daily rate
7,8	none
9,10	full daily rate
11,12	none
13,14	full daily rate
Etc.	Etc., by pattern

C. Itinerant Staff

If a consultant's assigned school is closed, due to inclement weather, there
if no make-up obligation for the first five (5) days. After five (5) days,
administration may assign an alternative work site.

Article II, Inclement Weather, continued

- 2. Five make-up days may be required on alternative dates, but will be paid for at employees daily rate. Make-up beyond this will be paid similarly but scheduled only by mutual agreement of employee and administration.
- 3. Employees will be expected to cross the closed district to keep scheduled appointments in districts which remain open, when possible. However (if local road conditions appear hazardous) the employee may be excused or given an alternate assignment by calling the Intermediate School District office.

WORK CALENDAR

- A. Employees will follow the Intermediate School District calendar, unless exceptions are submitted in writing and are approved by appropriate supervisory personnel.
- B. Special Education itinerant and classroom personnel of the Cheboygan-Otsego-Presque Isle Intermediate School District will be expected to work 183 days. Teachers, who take the option of summer employment for severely mentally impaired programs will work 184 full days, plus 46 half days for a full time equivalency of 207 days a school year. Personnel signing contracts for other than 183 days shall be compensated at the same daily rate, based on the negotiated employee salary schedule. Daily compensation shall not be less than the daily rate paid during the 183 day contract. Extra days worked, with Administration approval, shall be reimbursed at the employee daily rate, excluding employees considered to be in a training situation.
- C. Any additional responsibility that requires work beyond the normal work day, shall be negotiated by the Federation Negotiating Committee, Administration, COP Intermediate Board of Education Bargaining Unit, and the individual involved.

Article III

POSTING OF OPENINGS OR NEW POSITIONS

- A. Whenever a vacancy arises or is anticipated, including Supervisory position, the Superintendent shall promptly mail notice of the same to each staff member, at least seven (7) days before public notification and at least fourteen (14) days before filling of said position, except for openings occurring because of previous layoff or authorized leave. Interested staff members shall have this time to make written application, including qualifications, for said opening or position. Whenever meeting posted qualifications, the staff member shall have preference, however, the Board shall be the final authority. If a staff member is not selected they would be notified of the reasons for non selection, upon their request.
- B. Any employee who is assigned to an administrative or executive position and later returns to teacher status shall be entitled to retain such rights (including administrative experience) as he may have had under this agreement prior to such assignment.

Article III, Posting of Openings or New Positions continued

- C. For summer employment of open classroom programs the selection process will follow these priorities.
 - 1. SMI classroom teachers.
 - 2. TMI classroom teachers.
 - 3. Other staff members.
 - 4. Outside personnel.

If positions cannot be filled by April 30th, despite diligent efforts to do so SMI staff may be required to fill summer positions. The lowest seniority SMI staff members will be required to fill these positions. Due to unemployment costs, all employees who taught the previous summer will have preference including outside hire. The first year of this contract teachers will have the option of exercising seniority rights over outside hire teachers for the summer program.

Article IV

INSURANCE PROTECTION

Pursuant to the authority as set forth in the Michigan Public School Code, as amended by Public Act 27, the Board agrees to provide the following insurance protection.

It is specifically understood that the Board shall name the insurance carriers, (see health, managed sick leave program, and dental) and all provisions in this article are subject to the provision of those carriers. Any changes of carrier will be made with prior knowledge of and communication with employees.

HEALTH

Upon acceptance of written application, the Board agrees to provide each employee with health care protection comparable to SET, INC Ultra Med D "500" Medichek as of July 1, 1986, no options included, for the employee and his entire family.

Health Insurance Alternative

Employees not wishing to participate in the health insurance plan will have the opportunity to have district payments applied toward a tax sheltered annuity or other approved deferred income plan. This payment shall be Fifty (\$50.00) Dollars per month with three (3) professional staff signed up, Seventy-Nine (\$79.00) Dollars with four (4) and One Hundred Eight (\$108.00) Dollars with five (5). Beyond this, 10% shall be added to the increment for each additional employee with the maximum payment of One Hundred Forty-Two (\$142.00) Dollars per month. These payments are based on a twelve (12) month period and coincides with insurance coverage period (i.e. academic year and following three (3) months). The number of employees signing up shall be determined as of September 20th. An employee may avail themselves of this alternative at the beginning of the school year (by September 20th), at the time of hire if during an academic year or during the month of January with thirty (30) day written notice.

In the event of a change in the availability of alternative health insurance coverage (e.g. marital status change, death, spouse lay-off, etc.) health insurance may be resumed. The employee must enroll within thirty (30) days of status change to assure continuous health insurance coverage.

Article IV, Insurance Protection, continued

DENTAL

The Board shall provide dental care protection for all employees and their eligible dependents (comparable to SET, INC. current basic coverage as of July 1, 1986) through the Board's approved carrier. On July 1st, 1986, the maximum yearly personal cap will be raised from Six Hundred (\$600.00) Dollars to One Thousand (\$1,000.00) dollars.

VISION

On July 1, 1987, the Board shall provide for all employees Vision insurance comparable to SET Ultra Vision Plan II, as of July 1, 1986.

SICK LEAVE

A. All members of the bargaining unit will be granted one (1) sick day for each calendar month worked during a school year.

Examples:

180 day contract employees - 10 days per year 207 day contract employees - 10 days + three (3) half (1/2) days per year.

B. All qualified employees will be eligible for the managed sick leave program. The Board shall provide, to all employees, "Managed Sick Leave Program" (comparable to SET), with benefits coordinated after twenty (20) sick leave days at a rate of seventy (70%) percent of contractual salary continuing to the end of the contract year. Benefits shall continue beyond the contract year at the rate of sixty-six and two-thirds (66 2/3%) percent of the employee's salary for the period of disability. The duration of benefits will be as follows:

Age at Disablement

Duration of Benefits (in years)

Prior to age 60 Ages 62 to 65 Ages 65 to 69 To age 65 3 years, or to age 65, whichever is later 2 years, but in no event beyond age 70

- C. Sick Days: Personal Pools
 - Each employee shall maintain a personal pool of sick days, to be used to cover the possible sick days eleven through twenty (11-20), not covered by those granted at the beginning of each year, and any others not covered by disability insurance.
 - 2. Those personal pools shall be created by accumulating the unused sick days, granted in "A" above, from previous years.
 - No personal pool shall exceed thirty-five (35) days and have no cash, leave or retirement value.
 - 4. A. For the first year of this agreement (1986-87) those personal pools will consist of the unused sick days of each employee at the end of the 1985-86 school year, not to exceed twelve (12) days.
 - B. Doctor's verification of illness, during the 1985-86 school year will be accepted and the days specified will not be considered "used" sick days.

Article IV, Insurance Protection, continued

- C. For the first year of this agreement (1986-87) those personal pools shall only be used for days eleven through seventeen (11-17). The Board will be responsible for any remaining sick days.
- 5. A. For the second year of this agreement (1987-88) doctor's verification of illness will again be accepted to allow the days specified in that verification, be treated as unused sick days, (not to exceed ten (10).
 - B. Personal pools will cover the possible days eleven through twenty (11-20) and any other days not covered by disability, for the second year of this agreement.
- 6. For the third year of this agreement (1988-89) a doctor's verification will no longer be accepted and personal pools will cover the possible sick days eleven through twenty (11-20), and any other days not covered by disability insurance.
- D. A sick leave inventory committee composed of one (1) administrator and two (2) teachers will be established. The function of this committee shall be to:

Oversee and approve the utilization of sick leave twenty (20) days for all employees covered under the program. This sick leave inventory committee can, when it deems necessary, require additional information from an employee concerning his/her sick leave.

If there are reasonable grounds to suspect the misuse of sick leave, an employee, upon request, shall promptly substantiate future sick leave by written physician's statement or by such other evidence as the superintendent or sick leave inventory committee may require. The Board reserves the right after four (4) continuous days to request a doctor's certification in regards to use of sick leave.

The sick leave inventory committee can deny pay for an employee if they can determine that the employee was not sick and could have worked. The final authority for pay denial is the Board of Education or their representative.

Article V

LEAVE

PERSONAL LEAVE

Three (3) personal leave days will be granted to teachers working two hundred six (206) days or less a year, and four (4) days will be granted for teachers working over two hundred six (206) days a year. Personal leave days will be granted upon written notification of compliance with this Section to the Superintendent and notification to the immediate supervisor. Personal leave days are to be used for personal business, family sickness, dental appointments, or where there is a personal need, duty or obligation to conduct personal business which cannot be conducted on a day other than a school day. Funerals will not be charged against these days.

EMERGENCY LEAVE

In the event there is an emergency, the Superintendent, at his discretion, may grant a leave. (These days are separate from personal leave.) An example of emergency leave would be the sudden illness of a member of the family requiring hospitalization or doctor's treatment, but not to include mechanical car failure.

FUNERAL LEAV E

- A. Employees shall be granted up to four (4) calendar days leave immediately following a death in the immediate family. The immediate family shall be defined as parents, grand parents, mother and father in-law, spouse, children, siblings, and any person who makes his home with the employee and in the judgment of the superintendent is economically, emotionally and socially dependent on the employee. The superintendent may extend these provisions in instances when, in his judgment, the time limitation is not sufficient to allow for all of the adjustment occasioned at the time of bereavement.
- B. The superintendent may grant up to four (4) days leave to employees to attend the funeral of a relative or close friend.

SABBATICAL LEAVE

- A. The Board agrees that each year two employees, who have been employed for at least seven (7) consecutive years by the Board, may be granted sabbatical leave for one (1) year. During this sabbatical leave the employees shall be considered to be the employee of the "District", and shall receive a salary equivalent to one-half (½) of the current salary step that the employee would be on during the sabbatical year. (Salary will be paid in equal installments over the sabbatical year.) Seniority will continue to accrue during the sabbatical year. All other eligible benefits will be continued.
- B. To qualify for sabbatical leave an employee must:
 - 1. Meet State requirements for a sabbatical leave.
 - Agree to carry a full load of courses each semester or term over a nine month period.
 - Agree to return for employment for at least one (1) year or return all monies paid by the Board.
- C. All requests for sabbatical leave need the approval by a majority vote of a committee, composed of one (1) Board member, two (2) employees selected by the Federation, and two (2) administrators (one of which may be the employee's immediate supervisor), to recommend an applicant whose proposed course of study, in their opinion, would best serve the district.
- D. Requests for sabbatical leave shall be made by December 10th of the school year immediately preceding the requested leave period.
- E. Applicants shall be notified of the Board's decision by February 25th of the year the application is made.

MILITARY LEAVE

Each request will be submitted in writing and each individual case will be considered by the Board of Education for approval.

LEAVE OF ABSENCE

An unpaid leave may be granted at the discretion of the Board of Education upon written application by an employee.

Upon granting of said leave by the Board, the employee shall be entitled to return to the school system upon the expiration of said leave.

Failure to return from said leave on the date specified without an approved extension in said leave or application shall be conclusively deemed resignation. The Board will be responsible for all insurance premiums for a period of one (1) calendar month for each sixty school days worked during the school year. This benefit will not accumulate more than 180 school days (school days would include approved leave of absences), for a total of three (3) months insurance premiums. Insurance coverage shall be made available to the employee at the cost for the duration of the leave period. If leave is started before the 15th of the month, that month will be considered as the first full month of benefits.

VOLUNTARY LEAVE

An unpaid leave of not more than eighteen (18) months shall be granted upon written thirty (30) day notice by an employee with not less than one (1) year seniority. Upon the receipt of said notice by the Board, the employee shall be entitled to return to the first vacancy for which they are qualified. Failure to return from said leave to an offered position after expiration of said leave without an approved extension in said leave or application shall be conclusively deemed a resignation. This leave may not be used for one (1) year following a sabbatical leave. The Board will be responsible for all insurance premiums for a period of one (1) calendar month for each sixty (60) school days worked during the school year. This benefit will not accumulate more than one hundred eighty (180) school days (school days would include approved leave of absences) for a total of three (3) months insurance premiums. If the leave is started before the 15th of the month, that month will be considered as the first full month of benefits. Seniority will accrue for the time period of the voluntary leave but not the time from the end of the leave until they fill the first available vacancy. This voluntary leave, of not more than eighteen (18) months, shall be considered an "approved leave" for all purposes. Insurance coverage shall be made available to the employee at cost, to the extent legally possible, during period of leave.

CHILD CARE LEAVE

- A. An unpaid leave of not more than two (2) consecutive semesters shall be granted, if a suitable replacement for the employee, seeking this leave, can be found.
- B. Written application, including specifications of the beginning and ending dates of this leave, must be made three (3) months before the end of the semester preceding this leave.
- C. The administration shall advertise the position of the employee requesting this leave, within two (2) weeks following written application, at all State Universities offering degree programs in the position to be filled. Posting shall be made among current staff, at this time.
- D. The Board will be responsible for all insurance premiums for a period of one (1) calendar month for each sixty (60) school days worked, during the school year. This benefit will not accumulate more than one hundred eighty (180)

Article V, Leave, continued

school days (school days would include approved leaves of absences) for a total of three (3) months insurance premiums. If the leave is started before the 15th of the month, that month will be considered as the first full month of benefits.

E. A person returning from this leave must present a doctor's verification of good health, if applicable, and will return to their previous position and location unless a staff reorganization changes that assignment.

RETURN FROM LEAVE

A. Whenever feasible, an employee returning from a leave of absence will be restored to his position at the original location, assignment, and salary step as established prior to leave.

LEAVES OF ABSENCE

A. If an employee uses a leave of absence, voluntary leave or child care leave they will have the option of taking the amount of fringe benefits granted to them by this portion of the contract or the amount of fringe benefits earned for the summer months by their 183 days of employment. (Example-137 days worked earns about 75% of the summers fringe benefits). Using both provisions is not available.

Article VI

DISTRICT ASSIGNMENTS AND TRANSFERS

- A. Initial assignments to district are made on the basis of openings at the time of application. The preference of the applicant is considered whenever possible.
- B. If an employee is moved from his current work location, this shall be done on the basis of unsatisfactory performance in that assignment or at the employee's request.
- C. The Intermediate Superintendent will notify the local district whenever changes in district assignments are to be made.

Article VII

EQUIPMENT

A. An employee shall be held accountable for loss or damaged school equipment assigned to them when determined to have been negligent.

Article VIII

RECORD KEEPING

A. One half (½) day for record keeping purposes will be provided in the week preceding each issuance of report cards in SMI, TMI, Hearing Impaired and Autistic classroom programs (not to exceed four (4) half days per school year).

Article VIII, Record Keeping, continued

B. Classroom teachers for severely mentally impaired programs will have one (1) preparation day at the beginning of each school year.

A compensation day will be given to affected employees at some time during the school year, not to be immediately preceding or following a vacation period. This will be determined by mutual agreement of employee and supervisor. This will maintain the working days as stated in Article II, (Work Calendar) B.

Article IX

TEACHER EVALUATION AND PROGRESS

- 1. The parties recognize the importance and value of procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, the following procedure has been agreed to in an effort to accomplish these goals. It will be encouraged for respective administrators to meet with employees at the beginning of each year to establish mutual agreed upon goals to improve program performance.
 - A. Probationary Teacher shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations should occur prior to December 1st and prior to March 1st. Personal interviews should be held prior to the written evaluation. A written evaluation should be submitted within twenty (20) school days of the observation to the subject teacher. In the event that the teacher feels this evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. This must be done within twenty (20) days after review of the written report.
 - B. Tenure and/or Continuing Contract Teachers shall follow the same evaluation procedure except that evaluations are only required once every three (3) years. If an employee is not evaluated annually, a letter will be put in their personnel file stating that the reason for this is satisfactory performance. At the option of administration, partial evaluations following up recommendations from the previous year may be done. At the employees request annual evaluations will be completed.

C. Procedures:

- 1. Evaluations shall only be conducted by an administrator familiar with the teacher's work. Each observation shall be made in person with all monitoring or observation of the performance conducted openly and with the full knowledge of the teacher. Second or supporting evaluations, with adequate prior notice to employee, may be performed by an administrator or consultant familiar with the work being evaluated. In addition, information may be obtained from principals and other school persons having direct knowledge of service delivery.
- 2. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A teacher may request the accompaniment of a Federation representative. Each teacher's file shall contain the following minimum items of information:
 - ... TB report and required medical information
 - ... All teacher evaluation reports

Article IX, Teacher Evaluation and Progress, continued

- ... Copies of annual contracts
- ... Teacher Certificate
- ... A transcript of academic records
- ... Tenure recommendation

No material of an evaluative nature will be placed in the teacher's file without full knowledge of that teacher. The term teacher used herein shall be deemed synonymous with the term employee.

Article X

SENIORITY

A seniority list showing the date of employment for each employee will be prepared each year, by the 1st of November. It will be distributed with the first pay check in November to each employee.

Employees will have ten (10) school days, starting with the date printed on the first pay check issued in November, to request in writing any appropriate correction in the seniority list, should he believe the information contained therein to be inaccurate. Final decision as to the accuracy of information contained on the seniority list shall be left to the Superintendent and President of the Federation.

Article XI

PROCEDURE FOR REDUCTION OF STAFF

The Cheboygan-Otsego-Presque Isle Intermediate School Board of Education acknow-ledges that quality education depends to a great degree upon employing well trained certified personnel. The quantity of staff is based upon the need for services and the availability of funding to maintain and/or improve quality of service through the employment of staff. The Cheboygan-Otsego-Presque Isle Intermediate School District Board shall endeavor to provide quality service within their right of managerial responsibility and in all cases of staff reduction, the Board shall maintain final authority.

Whenever it becomes necessary in the judgment of the Board to reduce the number of professional personnel on the staff of the Cheboygan-Otsego-Presque Isle Intermediate School District because of insufficient funds, decrease in student enrollment within departments, changes in the educational or administrative program of the District, or for other comparable reasons, the following procedures shall be followed in making such reduction:

Definition and Terminology

- A. New professional personnel employed by the Cheboygan-Otsego-Presque Isle Intermediate School District shall be hired as probationary employees as prescribed by the Tenure Act, Act 4, Public Act of 1973, as amended. Each employee shall be considered probationary until granted tenure or given a continuing contract by the Board.
- B. The term seniority, as hereinafter used, shall be defined as the length of continuous service in the employ of the Cheboygan-Otsego-Presque Isle Intermediate School District since the most recent date of employment starting with the date the contract was signed. It is recognized that portions of the Tenure Act affect the manner in which seniority is applied. It is agreed

Article XI, Procedure for Reduction of Staff, continued

that in no case will probationary employees have seniority rights over those with tenure or on continuing contracts. Upon the granting of tenure, the employee will be credited with years of service within the district.

- C. Credit given, for salary or other purposes, for prior experiences or for any reason other than continuous service to the Cheboygan-Otsego-Presque Isle Intermediate School District shall not be included for purposes of determining seniority.
- D. Seniority shall be lost for all purposes where:
 - 1. An employee terminates employment.
 - 2. An employee is discharged with just cause. Seniority will accrue during the dismissal period, if dismissal should be found unjustifiable.
 - An employee does not return to employment after an approved leave of absence; or
 - 4. An employee on voluntary leave will accrue seniority for the time period of the voluntary leave but not the time from the end of the leave until they fill the first available vacancy.
- E. Professional personnel are as listed in the "Recognition" clause.
- F. Seniority shall accumulate for the duration of any approved leave of absence, but only to the extent of the approved leave.

Staff Reduction Option

Whenever, in the opinion of the Board, it becomes necessary to reduce the number of professional staff, the following options will be considered and appropriate procedures initiated. In all cases the Board decisions will be final in determining the need for and method of staff reduction.

- A. Decentralization of Staff and /or Programs
 One or more departments of service, (i.e. speech and language therapist) may
 be eliminated as a responsibility of the Intermediate School District and be
 remanded to each of the constituent schools. Local schools dependent upon
 size and needs may employ their own or cooperatively employ such a person or
 persons.
- B. Reduction of Staff by the Elimination of Entire Department of Service Number of staff could be reduced by the elimination of one or more departments of service. A procedure for substitution of service would be the responsibility of the Board through contraction or assignment to other agencies or for reassignment of student to a correlating program under the provision of Act 198. The reassignment authority could be delegated to the Director of Special Education (i.e. Learning Disabilities to the School Psychologist for evaluation and programming). Consideration will be given to the number of students involved, the severity of the disabilities and the feasibility of alternative programming.
- C. Reduction of Staff Within Each Department One or more staff members may be eliminated from as few or as many departments as the Board may determine necessary. This determination will be based on the number and need of students serviced by a department, the minimum programming necessary to fulfill the requirements under Act 198, and the availability of alternative programming or service.

Article XI, Procedure for Reduction of Staff, continued

Reduction Process:

In order to accomplish an orderly reduction of professional personnel the following procedure will be followed:

- Those staff positions to be maintained shall first be determined by the C.O.P.I.S.D. Board of Education, and then shall be listed by department together with the certification and/or approval required.
- 2. Positions listed on the staff position list referred to in sub-paragraph (A) above shall be filled by the Superintendent on the basis of seniority as determined from the seniority list referred to in (No. 5) below, i.e. the most senior professional employees shall be assigned to each such position.
- 3. If there are no properly certified and/or approved tenure personnel from any seniority list to fill all the vacancies in a department, then probationary personnel may be appointed by the Superintendent to fill each listed vacancy.
- Professional personnel who are not appointed to any listed vacancy shall be placed on lay-off without pay or fringe benefits.
- 5. Professional personnel on lay-off without pay shall have the right to first recall, on a seniority basis, to any position for which they are properly certified and/or approved. Recall of employees shall be in the inverse order of layoff, i.e. those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and qualified as herein set forth to perform the position to which he is being assigned. The Board agrees to update and publish a seniority list by first pay period of November of each year.
- 6. It shall be the responsibility of professional personnel on lay-off without pay to keep the Cheboygan-Otsego-Presque Isle Intermediate School District fully informed of a change in certification or an address and telephone number at which they may be reached should contact be necessary.
- 7. Professional personnel on lay-off without pay must accept a similar position offered for which they are qualified and certified and/or approved within fifteen (15) calendar days after such offer has been mailed to the last known address.

This provision recognizes the diverse nature of programs and services within the area of special education and the right of the employee to be placed in a like position.

Article XII

GRIEVANCE

- A claim by an employee or the Federation that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance.
- A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

Article XII, Grievance, continued

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

- A. The termination of services of, or failure to re-employ, any probationary employee.
- B. Other items not covered by Contract could be placed on next regular Cheboygan-Otsego-Presque Isle Intermediate School District Board of Education Agenda by request of employee.
- C. Any employee pursuing recourse under the Tenure Act forfeits all rights to the arbitration process.
- 3. The Federation shall designate a committee whose spokesperson may assist in handling grievances when requested by the grievant. The Board hereby designates the Director of Special Education or his/her designee to act as its representative at Level One as hereinafter described.
- 4. The term "Days" as used herein shall mean days in which school is in session.
- 5. Written grievances as required herein shall contain the following:
 - A. It shall be signed by the grievant or grievants.
 - B. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - C. It shall cite the section or subsections of this contract to have been violated.
 - D. It shall contain the date of the alleged violation.
 - E. It shall specify the relief requested.

Any written grievance not in accordance within the specified time limitation may be rejected as improper and have no further recognition. Such a rejection shall not extend the limitations hereinafter set forth. If a grievance is rejected for not meeting the specified requirements as stated above, it may be resubmitted one time by being returned to the grievant(s) with notation of impropriety and to meet requirements. Upon acceptance of the corrected grievance the following procedure will be followed:

6. LEVEL ONE - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the Director of Special Education in an attempt to resolve the same. The employee shall notify the designated representative of the Federation of his grievance and may request his presence at the presentation of the grievance at the employee's option.

If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

7. LEVEL TWO - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One, which may contain
the endorsement thereon of the approval or disapproval of the Federation.
Within ten (10) days of receipt of the grievance, the Superintendent or his
designated agent shall arrange a meeting with the grievant and/or the designated Federation representative, at the option of the grievant, to discuss
the grievance. Within ten (10) days of the discussion, the Superintendent
or his designated agent shall render his decision in writing, transmitting

Article XII, Grievance, continued:

a copy of same to the grievant, the Federation secretary, the Director of Special Education, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Federation, the grievant shall within ten (10) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the Agenda for the Board's next regularly scheduled Board meeting.

- 8. LEVEL THREE Upon proper application as specified in Level Two, the Board shall allow the employee or his Federation representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing.
- 9. LEVEL FOUR If the grievance is not settled at the preceding step it may be submitted to binding arbitration at the election of the Federation if appealed within fifteen (15) days of the Board's decision. Such appeal shall be made pursuant to the rules of the American Arbitration Association, as of January 1, 1979, with a copy submitted to the Superintendent.

If the decision by an arbitrator is split, the arbitrator's fees will be split on a percentage basis to be determined by the arbitrator. If the decision by the arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.

Article XIII

FEDERATION DUES AND SERVICE FEES CHECK-OFF

- A. Upon filing with the Employer a written authorization form for payroll deductions, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct Federation membership dues or fees representing the proportionate share of collective bargaining costs as determined by the Federation from time to time (herein called service fees), levied in accordance with the Constitution and By-Laws of the Federation, from the pay of such employee who is on current Cheboygan-Otsego-Presque Isle Intermediate School District payroll.
- B. Deductions, in accordance with Paragraph A of this Article, from eighteen (18) paychecks, shall be in the amount stipulated by the Federation for the term of this Agreement, and shall commence with the first paycheck issued ino October of each year. No more than two (2) deductions will be made per month.

The Employer agrees to forward such deductions, along with a list of the employees from whom the deductions have been made, within twenty (20) days following the last deduction of the month to the Treasurer of the Federation.

C. The Employer shall forward to the Federation a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Any assignments that are still pending shall be forwarded within five (5) business days after they are determined. Further, the Administration shall notify the Federation of any employee in the bargaining unit entering or leaving employment. Article XIII, Federation Dues and Service Fees Check-Off continued:

- D. The Federation agrees at least thirty (30) days prior to the beginning of each school year to give written notification to the Employer of the amounts to be deducted in that year for Federation dues or service fees as described in A. under such authorization covering Federation dues. The Federation further agrees to notify the Employer at additional times as may be necessary any changes in the Federation dues or collective bargaining costs.
- E. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

Article XIV

FEDERATION SECURITY

The Employer and the Federation, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Federation, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf.

- A. Within thirty (30) Days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Federation and execute an authorization permitting the deduction of Federation dues.
- B. Any member of the bargaining unit who has not joined the Federation and executed an authorization for deduction of Federation dues during such period, or having joined has not continued to pay Federation dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Federation from time to time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Federation.
- C. The Board agrees to provide a copy of the Master Agreement to each employee, at Board expense. This shall constitute notification of provisions of the above stated requirements.
- D. Failure within the above stated thirty (30) days to deliver authorization for deduction of either new Federation dues or the above described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Federation, that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to begin discharge proceedings against such employee within five (5) working days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer. In no situation shall the involved employee be retained beyond the current school year unless fees have been received by the Federation or legal action requires such employment.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Federation by the applicant as a precondition to re-employment.

Article XIV, Federation Security, continued

F. In the event of any legal action against the Employer, individual Board member or administrators, brought in Court or an administrative agency because of its compliance with this agreement, the Federation agrees to save the Employer, individual Board member or administrator harmless, and defend such action, at the Federation expense and through its counsel or mutually agreed counsel.

FEDERATION BUSINESS DAYS

It is agreed by the Board that C.O.P.I.F.T. members shall be granted leave time for no more than twelve (12) days total, with individual members using no more than four (4) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities or Federation organizing activities. Any substitute teacher costs incurred by the District will be reimbursed to the District by the C.O.P.I.F.T. It is further agreed by the Board that the C.O.P.I.F.T. shall have access to and use of meeting space, equipment and bulletin board space in the work facilities for Federation purposes.

PICKET LINES

Employees shall not be required to cross picket lines in the event of a "job action" in a serviced building. In this event the employee shall work in another location to be determined with administrative approval.

In the event that a school district hires in a new staff and the students start school, Federation members shall service the building as needed.

Article XV

COMPENSATION AND REIMBURSEMENT

AUTOMOBILE TRAVEL

All mileage incurred in the use of personal vehicles as a part of the job responsibility will be reimbursed at a rate based upon the following schedule. This rate will be as determined in News United States Department of Labor,

Bureau of Labor Statistics on Consumer Prices in Energy: Gasoline All Types

(U.S. Cities Average). Mileage shall be submitted on a mileage voucher and approved by the administration. This voucher is due by the first Thursday of the month.

Base Price - All Types	Rate of Reimbursemen	t
\$1.20	25¢	
\$1.30	26¢	
\$1.40	27¢	

A ceiling of 27¢ per mile is set on the above schedule and reimbursement will be based on the previous month's rate. Mileage will not be less than 25¢ per mile

Mileage will be paid from employee assigned office and back to the assigned office.

CONFERENCE AND CONVENTION

The Cheboygan-Otsego-Presque Isle Intermediate School District encourages professional growth through attendance to the National and State Conferences

Article XV, Compensation and Reimbursement, continued

and conventions. Each professional employee may be allowed to attend two (2) state level meetings each year and one (1) national meeting may be allowed within every three (3) years service. Prior approval must be obtained from the Superintendent in cases of out-of-district meetings.

- Actual cost of food, lodging, registration, and travel (if by public conveyance) may be claimed. Employees are expected to use discretion in incurring such expenses.
- 2. Private car mileage reimbursement for approved out-of-district meetings as per automobile travel costs. Employees should arrange to share rides to such events whenever possible.
- 3. Receipts for lodging, registration, and public conveyance travel shall be attached to claim.

PROFESSIONAL DUES

The Board agrees to pay up to Fifty (\$50.00) Dollars toward payment of dues to a job related professional organization for each employee (A.F.T., M.E.A., and C.O.P. Independent Teacher Organization excluded).

PAYROLL DEDUCTION

Authorized deductions or changes for credit union, annuities, etc. shall only be made in September and January or in the first month of employment.

SALARY

- A. Each prospective employee's credentials will be reviewed and credit will be given prior to employment. A complete transcript of course work completed beyond the undergraduate degree must be on file in each employee's personnel folder.
 - Up to five (5) years credit for teaching experience outside the C.O.P.I.S.D. as evaluated by the Board or Superintendent may be allowed.
 - 2. For the School Year 1986-87, a salary index of 1.041 shall be computed on the base salary of 17,243 which includes a 5% increase.
 - 3. For the School Year 1987-88 salary increase to be the higher of 4% computed on base salary or the average percentage increase for Intermediate School Districts in Michigan. Average increase shall be completed for all districts settled by January 1st of the contract year and paid retroactively for that contract year. This shall be based on percentage raise from previous to current school year for M.A. top including no "step increase". A 1.041 index shall apply between steps.
 - 4. For the School Year 1988-89 salary increase to be the higher of 4% computed on the base salary or the average percentage increase for Intermediate School District in Michigan. Average increase shall be computed for all districts settled by January 1 of the contract year and paid retroactively for that contract year. This shall be based on percentage raise from previous to current school year for M.A. top including no "step increase". A 1.041 index shall apply between steps.

Article XV, Compensation and Reimbursement, continued

- 5. Additional hours used in this salary schedule are semester hours or equivalent.
- 6. Courses leading to the M.A.+30 level or above, other than those on a University approved degree program, must be in a related field. Administrative approval must be obtained within one week of courses beginning and preferably prior to enrollment. Failure to meet this stipulation constitutes denial.
- 7. Any new teaching classifications that would require a change in the salary schedule must be negotiated by the I.F.T. Negotiations Committee prior to the hiring of such personnel.
- 8. A. To be eligible to move up the salary schedule, an employee must have been hired not later than January 1st of that year. Those hired after January 1st will not receive the step increase until July 1st of the following year.
 - B. An employee returning from a leave of absence will use the same dates in A. above to determine their next vertical move on the Salary Schedule.
- 9. LONGEVITY-Longevity salary increments are designed to reflect years of service beyond the traditional salary schedule. This shall be available to employees at or above the MA or BA/BS+45 education level on the regular salary schedule. The Board shall allow a maximum of three (3) cumulative additions of an amount equal to 5% of the years BA/BS base salary for each longevity increment earned. Earned increments shall be recomputed each year thereafter on a continuing basis.

All of the following criteria must be met:

- An employee shall have credited service of three (3) or more years since the last step increase on the regular salary schedule or last longevity increment.
- 2. The employee shall have earned five (5) or more semester credit hours since the last step or longevity increase. A maximum of two (2) of these five (5) hours may be allowed for teaching a course in the employees field or a related area or other non-credit academic work such as CEU's (continuing education units) as approved by administration or three (3) hours of credit for a university sponsored tour.

The Board agrees to reimburse the employee the excess tuition cost above Fifty (\$50.00) Dollars per semester hour for these five (5) semester hours.

Article XVI

MISCELLANEOUS

A. COMMUNICATIONS COMMITTEE

A communications committee shall be set up to discuss mutual concerns of Administration and Federation. This committee shall consist of Superintendent and/or Assistant Superintendent and the President and Vice President of the Federation local and will meet bi-monthly. The committee may include others as deemed appropriate and mutually agreed upon. The functions of the communications

Article XVI, Miscellaneous, continued

committee will be to:

- 1. discuss mutual concerns
- 2. set an agenda and decide need for staff meetings
- submit suggestions for improved efficiency effectiveness and good personnel relationships
- 4. discuss other items mutually agreed to as pertinent to this committee

Confidentiality will be maintained in the communications committee meetings to foster open discussions. The intent of the formation of this committee is not to affect grievance process which is stated in Article XII.

B. JOB SHARING

Intent: The purpose of Job Sharing is to accommodate employees on payroll not to increase employee head count.

- 1. Job sharing is defined as one full time job being shared by two bargaining unit members. The person initiating the Job Share positions must have been an employee for at least one (1) year and hold tenure.
- 2. Job Sharing is voluntary and requires the consent of the employees, the employer and the Union. The employer will determine the suitability of employees for Job Sharing, i.e. compatability.
- 3. Candidates for job sharing assignments must meet the qualifications required for the position.
- 4. Compensation and benefits for the employees shall be prorated in accordance with the percentage of the work performed by each job sharing member. Disability coverage will be available to employees working 50% or more of a 183 day contract.
- 5. Employees who job share will receive prorated seniority and prorated salary credit and shall share fringe benefits not to exceed the cost of one full family coverage benefit package.
 - A. The seniority listing shall be revised: Initial date of hire will be retained. A credit system will add to the existing seniority system with one years service equalling one years credit. This shall be prorated at the rate of one tenth (1/10) per 19 days contracted.
 - B. Credit (as explained in 5-A) for pay step increases will have to be reached in full years units by January 1 to be eligible for movement for that contract year. January 1 changes shall be effective for the balance of that year. Salary computation shall change only on January 1 or beginning of the school year and shall be in full year credits only.
 - * year shall be defined as academic year of 183 days typically September through June.
- 6. The responsibilities of a job sharing assignment shall be divided and allocated according to a plan designed and agreed upon by the job sharers and their supervisor. This will be reviewed by the superintendent (or his designee) and the Union. These responsibilities shall include, but are not limited to: staff meetings, IEPC's, and substitute coverage.
- 7. Job sharing shall be regarded as a permanent position, similar to any other full or part-time position. Job sharing terminates when one of the employees

Article XVI, Miscellaneous, continued

voluntarily quits their part of the position. Job sharing positions will normally be made at the beginning of the school year.

It will be recognized by the parties that if one of the job sharers terminates employment or becomes incapacitated or otherwise unavailable, that the employer must be free:

First - Offer to increase the work week of the remaining job sharer.

Second - To recall a laid-off employee who is fully qualified to fulfill the job responsibilities.

Third - To cover the assignment with a substitute, accept a transfer to the assignment, or hire from the street.

Fourth - If all the above fail that the position would revert to a full time assignment for the balance of the school year.

8. The employer shall retain the option to terminate job sharing arrangements which are not working satisfactorily, after the employer attempts to resolve the problems through review, monitor, and evaluation. The same process will be utilized as with other staff who are exhibiting problems in their work roles.

When a job sharing assignment is terminated at the instigation of the employer:

- A. The higher seniority employee, shall be entitled to hold the position, and the other employee shall be entitled to exercise bumping rights.
- B. If disciplinary action or long-term suspension is exercised by the employer against either employee, the employer must exercise the options as outlined in #7 above, before terminating the job sharing assignment.

C. RETIREMENT

As a part of this contract the teachers acknowledge knowing the Board of Education policy on retirement which is herein reproduced.

Retirement is compulsory at age 70 for employees of the Intermediate School District and that this be at the end of the school year in which they reach their 70th birthday.

D. NON-DISCRIMINATION

It is further agreed that there shall be no discrimination, by either the District or the Federation, against any employee or group of employees because of race, color, creed, sex, religion, national origin and within the framework of the Federal Law regarding age discrimination.

The District and Federation recognize the requirement for affirmative action in employing of the handicapped under the Rehabilitation Act of 1973.

E. HOLD HARMLESS CLAUSE

If any provisions of this Agreement or any application of the Agreement to an employee or groups of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the

Article XVI, Miscellaneous, continued

extent permitted by law, but all other provisions or applications shall be continued in full force and effect.

F. CHANGE SALARY SCHEDULE NUMBERS

Beginning with the 1983-84 contract year, the salary schedule will be renumbered with zero (0) being the beginning step. This is done for clarification and does not affect employee progress on this scale.

G. SUBSTITUTE TEACHERS

When a teacher is absent, the following methods shall be used to cover the classroom:

- 1. Obtain a certified substitute.
- 2. A certified administrator will cover.
- 3. If a teacher is asked to cover another teacher's class, they shall be compensated an additional amount equal to the highest substitute rate Cheboygan-Otsego-Presque Isle Intermediate School District pays substitute teachers. Teachers will not be asked to cover additional class-rooms, if this would cause their assignment to exceed appropriate State regulations.

H. STAFF IMPROVEMENT

The Board and the staff recognize the need for continued professional improvement. In an effort to address the ongoing need to improve the delivery of services, professional expertise, and staff/administration morale, representatives of the parties of this contract agree to:

- Develop a plan for continued professional improvement with the following time lines:
 - A. A tentative plan for Professional Development will be established by December 15, 1986, for the 1986-87 school year, and a long range plan will be developed by June 30th, 1987 for the 1987-88 and 1988-89 school years.
- A committee will be established to develop guidelines to achieve the following:
 - A. Develop a system of incentives which would facilitate staff improvement.

Article XVII

OPENING CONTRACT

This contract may be opened only by mutual agreement between the Federation and the Board.

Article XVIII

ENTIRE AGREEMENT

This agreement constitutes the sole and entire existing Agreement between the parties, oral or written. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by the Dsitrict and the Federation. The Waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

All articles of this Master Contract Agreement have been agreed to and ratified by the President of the COP Federation of Teachers and the President of the Cheboygan-Otsego-Presque Isle Intermediate Board of Education, and is binding upon both the Federation and the Board of Education when signed by their representatives. This Agreement to take effect on July 1, 1986 and is effective through June 30th, 1989. Either party may terminate this Agreement as of June 30th, 1989 by giving twenty (20) days written notice to terminate this Agreement. The Agreement shall continue in effect until written notice of termination is given.

DATED July 1, 1986

Cheboygan-Otsego-Presque Isle

Intermediate Board of Education

COP Federation of Teachers

Local 4317

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