

9/30/95

MASTER AGREEMENT

BETWEEN THE
BOARD OF EDUCATION
AND THE
EDUCATION ASSOCIATION
OF THE
MONROE COUNTY
INTERMEDIATE
SCHOOL DISTRICT

1992-93, 1993-94 and 1994-95

Monroe County Intermediate School District

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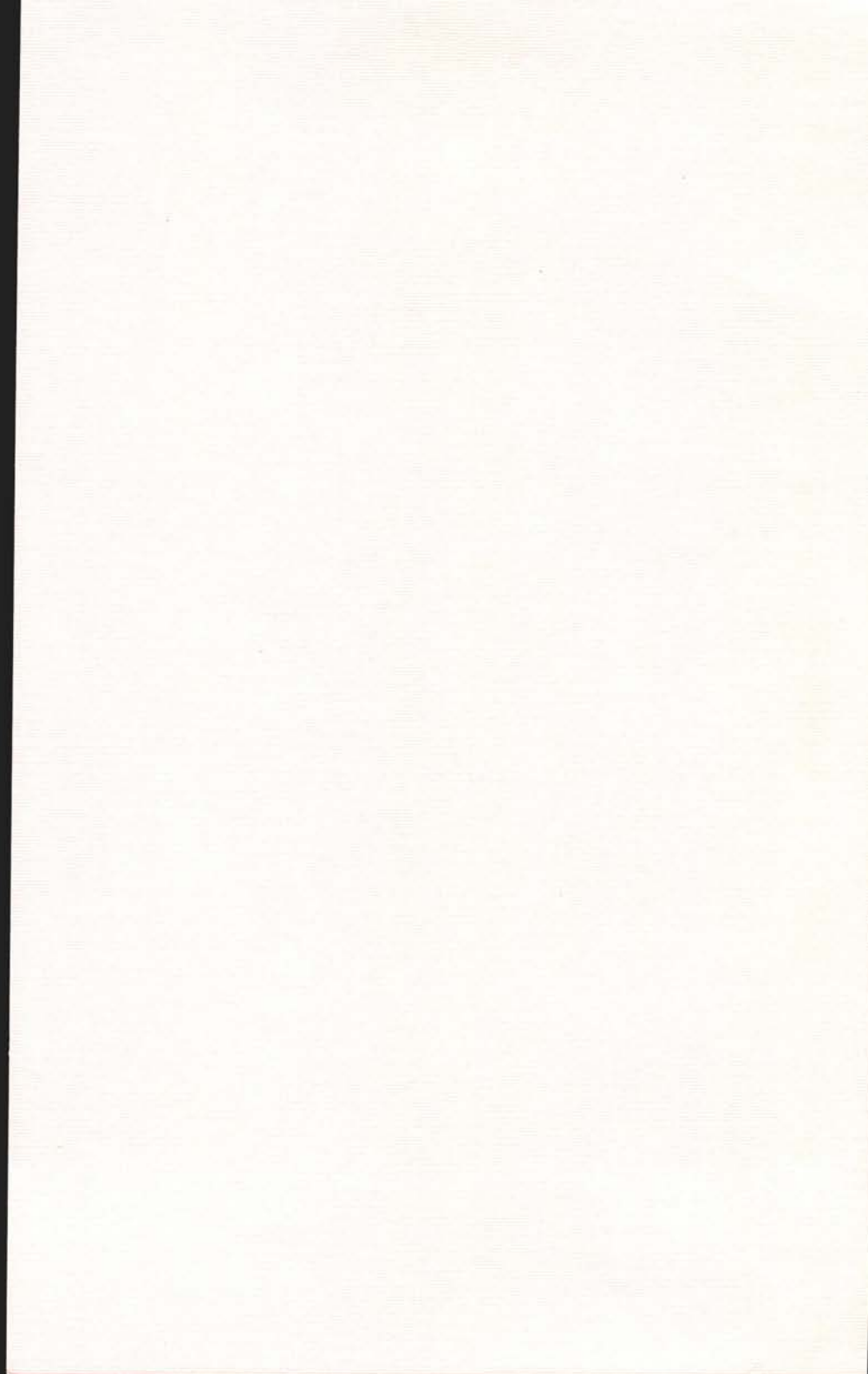


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AGREEMENT

BETWEEN THE BOARD OF EDUCATION
OF THE
MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

AND

THE MONROE COUNTY INTERMEDIATE EDUCATION ASSOCIATION

This agreement, entered into this 3rd day of November, 1992, by and between the Board of Education of the Monroe County Intermediate School District, hereinafter called the "Board", and the Monroe County Intermediate Education Association, hereinafter referred to as the "Union".

ARTICLE I

Preamble

WHEREAS, the Board and the Union recognize and declare that providing a quality education for the children of the Monroe County Intermediate School District is a mutual aim, and

WHEREAS, the parties of this Agreement agree that it is the responsibility of the Board of Education to make policies necessary to maintain adequate and uninterrupted services to the public and children of the Monroe County Intermediate School District, and

WHEREAS, the parties recognize that it is mutually beneficial to seek the advice of the appropriate professional staff in the formulation of such policies and programs designed to improve education standards, and

WHEREAS, the Board and Union have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

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

THEREFORE BE IT RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

Recognition

- A. The Board recognizes the Monroe County Intermediate Chapter of the Michigan Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for the professional staff members* in the following areas of education services:
1. Teacher of the Trainable Mentally Impaired
 2. Teacher of the Preprimary Impaired
 3. Teacher of the Alternate Education Program
 4. Teacher of the Emotionally Impaired
 5. Teacher of the Educable Mentally Impaired
 6. Teacher of the Learning Disabled
 7. Teacher of the Physically or Otherwise Health Impaired
 8. Teacher of the Autistic
 9. Teacher of the Severely Mentally Impaired
 10. Teacher of the Severely Multiply Impaired
 11. Work Skills Teacher
 12. Teacher/Consultant of the Homebound
 13. Teacher/Consultant of the Visually Impaired
 14. Teacher/Consultant of the Emotionally Impaired
 15. T/C for the Physically or Otherwise Health Impaired
 16. Teacher/Consultant for the Gifted and Talented
 17. Curriculum Resource Consultant
 18. Orientation and Mobility Specialist
 19. Work Experience Consultant
 20. Physical Therapist
 21. Occupational Therapist
 22. Music Therapist
 23. Speech Pathologist
 24. Psychologist
 25. Social Worker
 26. Health Planning Facilitator
 27. Coordinator of Educational Technology
 28. Job Facilitator/Counselor
 29. Adaptive Physical Education Instructor
 30. School Nurse

Additional positions may be included in the Union's bargaining unit at the Board of Education's discretion, but no position will be deleted during the duration of the contract unless mutually agreed upon. Professional personnel employed on a contracted per diem, substitute or administrative or supervisory basis are not eligible for coverage under this Master Agreement.

- B. The Board agrees not to negotiate with any teacher or teacher's organization other than the Monroe County Intermediate Chapter of the Michigan Education Association for the duration of this Agreement.

- C. Nothing contained herein shall be construed to prevent any individual staff member from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement. The parties involved recognize the right of each party to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, whenever it is necessary and appropriate.
- D. Nothing contained herein shall be construed to deny or restrict to any staff member rights he/she may have under the Michigan General School Law or Teacher Tenure Act. The rights granted to staff members under the Master Contract shall be deemed to be in addition to those provided elsewhere.
- E. Copies of this Agreement shall be duplicated at the expense of the Board, and presented to all staff members covered by this Agreement now employed or hereafter employed or considered for employment by the Board. Additional copies of the Agreement may also be provided to the Union for Union use.

*The term "staff member" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male staff members shall include female staff members and vice versa.

ARTICLE III

Rights of the Board of Education

- A. The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the Monroe County Intermediate School District and the Monroe County Education Programs and Personnel, including the properties and facilities of the district, and the activities of its employees during the school day or while discharging professional responsibilities arising from employment with the Board.
 - 2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of Michigan and of the United States.

ARTICLE IV

Rights of the Union and its Members

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every eligible staff member employed by the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board also recognizes that the members of the Union are entitled to the benefits and protection provided under Public Act 336 of 1947 as amended.
- B. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any staff member in the enjoyment of any rights conferred by laws of the State of Michigan or Constitutions of Michigan and the United States; that it will not discriminate against any staff member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- C. The Board and Association recognize that it is beneficial and appropriate to seek the opinion and advice of the professional staff in those matters which directly affect their profession.
- D. The Board of Education agrees to make available to the Union any information concerning the financial resources of the district as presented in the annual financial audit.
- E. The Board recognizes their responsibility to give support and assistance to staff members when engaged in activities necessary to the effective operation of the educational system.

- F. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards. There shall be allowed at least one such bulletin board in each building owned and/or operated by the Board. The Union may also use staff member mailboxes for written communication(s) to its members as long as no additional cost accrues to the Board for such communication.
- G. The rights granted herein to the Union shall not be granted or extended to any competing educational organization. However, the Union must continue to be designated by a majority of its membership as the legal bargaining unit.
- H. The Union will receive a copy of the Board of Education agenda and previous Board of Education minutes of each regularly scheduled meeting, as well as, notification of special called Board meetings.
- I. The Union shall be granted access to reproducing equipment in the Administration or Special Education Building with appropriate clearance.
- J. The Union and its members shall have the privilege to use school building facilities at all reasonable hours for meetings relative to the Union. All such meetings in the Monroe County Educational Center and the Special Education Service Center shall be cleared in advance with the appropriate building administrator and with the Superintendent or his designate when the Administration Building is to be used.
- K. The provisions of the Agreement as to wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.
- L. All Board policies pertaining to the services provided to students or staff by this school district shall be provided annually to the staff members covered by this Agreement.
- M. The Union will be provided reasonable file cabinet space to house materials necessary for the functioning of the Union.
- N. After making proper arrangements with his/her immediate supervisor, a staff member, upon request of a representative of the Board, shall be released from his/her regular duties to participate in a grievance hearing or other contract related activity.
- O. Officers or the Grievance Chairperson who do not have direct classroom responsibilities, upon making appropriate arrangements with his/her supervisor, may use up to an accumulative total of one (1) hour per week for the purpose of investigating grievances and to attend grievance meetings.

ARTICLE V

Professional Dues or Fees and Payroll Deductions

- A. Any staff member who is not a member in good standing or who does not make application for membership within thirty (30) days from the first day of active employment under this contract shall, as a condition of employment pay a service fee to the Union an amount equivalent to the dues uniformly required to be paid by the members of the Monroe County Intermediate Education Association, including the National and Michigan Education Association.
- B. Authorization of deductions shall continue in effect from year to year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the staff member once a month for ten months, beginning in September and ending in June of each year. Deductions for personnel employed after the commencement of the school year shall be appropriately prorated to complete dues requirements by the following June.
- C. In the event a staff member shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, as provided in the preceding Section, the Board shall, at the request of the Union, notify said staff member that Article V of the Master Agreement calls for all staff members to pay the Association a fee equivalent to the dues and assessments and said staff member shall honor their contractual obligation in accordance with the Master Agreement.
- D. With respect to all sums deducted by the Board pursuant to authorization by the staff member, the Board agrees to remit promptly such sums to the Union and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deductions.
- E. Upon written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and Board.
- F. The Union will protect and save harmless the Board and each member thereof from any or all claims, demands, suits, costs and other forms of liability, including attorneys' fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the above mentioned sections of this Article.

ARTICLE VI

Professional Compensation

- A. The salaries and fringe benefits of staff members covered by this Agreement are set forth in Schedules "A" and "B", which are attached to and incorporated in this Agreement. All language, salary and fringe benefits covered within this Agreement shall remain unchanged during the term of this Agreement, unless it is mutually agreed to reopen negotiations for the purpose of adding, amending or deleting due to extenuating circumstances.
- B. The salary schedule for all full-time staff members is based upon a normal contract year as defined in Sections F, G and H of this Article. Part-time staff members are those employees who are employed less than thirty-five (35) hours per week and shall be paid in proportion to the time worked on the same salary schedule as full-time staff members with other compensation benefits to be granted on the basis of one-half (1/2) benefits for persons employed on a one-fourth (1/4) or more work schedule and no benefits for persons employed less than one-fourth (1/4) of the work schedule. Other compensation benefits are to be defined as health, life, medical, dental, and/or other available Board paid insurance.
- C. The Board shall promote a uniform policy of attendance of staff members at conferences and inservice programs. Attendance to any out-of-state conference or inservice training session requires prior approval of the Board. Requests to attend conferences, workshops and inservice sessions out of the County, but within the State, requires the prior approval of the staff member's immediate Supervisor, the Division Head, and the Superintendent. When such approval is granted it will be with the following understanding:
 1. On or before September 15th of each year, staff members will receive a copy of a "Conference Procedure" to be followed for that year. This "Procedure" will be determined annually by the Division Head, Supervisors and a representative of the Union.
 2. All available monies in the conference budget will be distributed by June 15th of each year on an equitable basis to those staff members who have attended a conference during the year and have properly submitted the appropriate expense form.
 3. Any money reimbursed will not exceed the reasonable expenses incurred in attending the conference.

4. Any staff member who is an active member of a job related "professional organization" and desires to serve the "organization" in an official voluntary capacity which requires release time from work, must secure the approval of his/her Division Head prior to accepting such commitment.
 5. Staff members may use Personal Business/Emergency Days for the purpose of attending job-related conferences, workshops, and/or inservice sessions. The granting of the use of personal business days does not obligate the Board to reimburse expenses incurred during or from such activity.
 6. In the event that a staff member is required by the Board to attend a conference, workshop or inservice session all expenses incurred by the staff member in fulfilling the requirement will be reimbursed by the Board.
 7. In the event that the Board receives categorical monies in the form of a grant or special funding, which can only be used for a specific conference, said monies will be equally distributed to staff members attending the specific conference.
- D. All staff members, except those employed for more than 200 contractual days, may elect at the beginning of the contractual year to receive his/her pay in either twenty-two (22) or twenty-six (26) pay periods. However, once the decision is made as to the number of pays he/she shall receive, it will not be changed during that school year, except in cases of emergency. All staff members employed for more than 200 contractual days may only select the twenty-six (26) pay schedule. The first pay period will occur on the normal biweekly pay schedule for the school district and may be for either one or two weeks pay depending on the amount of time the staff member has worked up to that pay day.
- E. All staff members are eligible for reimbursement of authorized travel in their vehicle in fulfilling their employment responsibilities. Allowable mileage will be reimbursed at a rate equal to the maximum mileage rate for Reimbursed Business Expenses as determined by the Internal Revenue Service.

Mileage reimbursement requests are to be submitted in writing at the end of each month to the appropriate administrator for review and approval prior to submitting to the Board of Education. Mileage for all staff using their automobile for job related responsibilities will be computed from the first professional assignment of the day or from the Intermediate Administration Building, whichever is closer to the staff member's residence. Mileage requests submitted more than thirty (30) days after their due date will not be paid except for extenuating circumstances.

- F. The contractual work year may vary according to the specific assignment and position for which the staff member is employed. However, (with the exception of those staff members in programs mandated by the State to be in excess of 195/197 days) each staff member will annually be issued a base contract of 195 days (197 days for new* staff members) and a supplemental contract for any additional assigned days beyond the base contract. If the base contract (195/197 days) requires a schedule other than the normal school year, such deviation will require the consent of the staff member. Those staff members employed in programs mandated by the State for more than 195/197 days shall be issued a contract which includes the appropriate number of days.
- G. The total number of student instruction days shall always be subject to the minimum number mandated by the Michigan State Department of Education and staff members employed within any specific program shall work at least the number of days mandated by the State Department of Education for that program. The current minimum number of days of instruction for students of the Trainable Mentally Impaired, Educable Mentally Impaired, Preprimary Impaired, Learning Disabled, Visually Impaired, Alternate Education and Emotionally Impaired (including Youth Center) programs is 180 days. The current minimum number of days of instruction for the students of the Severely Mentally Impaired Program is 230 days.
- H. In addition to the minimum number of student instruction days as indicated in paragraph G above, there shall be at least four days (three days for returning S.M.I. staff members) when students are not in attendance for staff inservice training, parent-teacher conferences and record days. Support staff (i.e. Psychologists and Social Workers) will be scheduled for at least one (1) of such days to be used for on-site inservice training. In addition to the minimum number of days of student instruction and staff work days as explained above, the following eleven (11) Holidays shall be included in all staff members' contractual work year: Labor Day, Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day and the day following, New Years Eve Day, New Years Day, Presidents' Day, Good Friday and Memorial Day. Those staff members working the month of July shall also receive the Fourth of July as a Holiday. Staff members scheduled to work on Presidents' Day will receive another day as a scheduled holiday at a time determined by his/her supervisor.

To receive Holiday pay, the staff member must have worked the scheduled working day preceding and the scheduled working day after the holiday or have the day(s) excused by the Superintendent or his designee. A staff member off on Illness/Injury Leave the day before or after the Holiday will be required to submit medical proof of illness/injury in order to receive Holiday pay.

- I. Above paragraphs F, G & H do not restrict the extension of or the reduction of the work year for any staff member by mutual agreement with an individual contract.
- J. The Board may grant a newly employed, experienced staff member up to five (5) years credit on the salary schedule for previous appropriate experience. However, if a position remains vacant for a period of more than ninety (90) days, the Board may grant up to full credit on the salary schedule for previous appropriate experience.
- K. Staff members who wish to take course work or other professional training which is particularly worthwhile considering their position or assignment may petition the Board in writing for financial assistance. Such requests will be considered on an individual basis and the granting of financial assistance will not be regarded as a precedent which must be continued for future requests.
- L. A regularly scheduled part-time staff member employed at least one-fourth (1/4) of the normal work schedule shall receive the following Board paid benefits in proportion to their normal scheduled work days: Holidays, Illness/Injury Leave, Personal Business/Emergency Leave, and Funeral Leaves.

*"New" staff members will include those staff members who were hired during the previous contract year and worked less than half the normal contract days for that position.

ARTICLE VII

Working Hours, Assignments and Employment Conditions

- A. The Board recognizes that quality facilities and equipment are essential to the operation of sound educational programs and will endeavor to provide same in the best interest of children of the Monroe County Intermediate School District.
- B. The maximum number of pupils in an educational program shall not exceed the limits established by the State Department of Education for that particular program.
 - 1. When a waiver-request from these limits is being considered, a meeting which includes the affected teacher, his/her immediate supervisor, one other affected support staff member as selected by the immediate supervisor, and the Division Head will be held prior to the final decision to review the situation and consider possible alternatives. If a waiver is secured, the classroom doesn't already have a Program Assistant, and the Board is unable to provide a full-time Program Assistant who shall not be taken from an existing

classroom, the affected teacher shall be paid three (3) dollars per class hour for any extra student on his/her class list for all hours when a Program Assistant is not in the classroom.

2. Before October 1st of each year, support staff and their immediate Supervisor(s) will determine the treatment needs of their client/student population. Based on these client/student needs and the time required to provide such service, a reasonable work assignment will be determined for the support staff member. Work assignments will be reviewed regularly and support staff will not be required to exceed the work limits as stipulated in this Master Agreement.
- C. The Board recognizes that adequate working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts of these needs and will cooperate fully with the personnel and local school administration to provide for same. "Adequate working space" shall be defined as a well-ventilated, heated, lighted room, quite and private, with enough chairs, tables and space for working with small groups of children and adults.
- D. Hours of the work day will be clarified annually by the Superintendent or his designate.
1. Non-classroom staff members will be assigned to a seven and one-quarter (7 1/4) hour work day which shall include a one-half hour duty-free lunch period which shall be arranged by the appropriate administrator.
 2. Staff members assigned to a classroom setting will be scheduled by their immediate supervisor for up to a seven and one-quarter (7 1/4) hour work day which shall include a one-half hour duty-free lunch period, an additional one-half hour duty-free time, and six (6) hours of student contact. When conditions permit, the lunch and planning time will be scheduled consecutively, and when possible the one-half hour duty-free time will be scheduled other than during the first and last hour of the school day. Classroom staff will also be scheduled for one-half day of planning time, twice per year. It is the intent of this Agreement that teachers will be assigned a seven (7) hour work day when conditions determined by the Administration permit.
- E. On Fridays and days preceding vacation periods, classroom teachers and supportive service personnel assigned to a specific center program may leave with the students at the end of the designated school day. This presumes that there are not parents waiting for a conference with the staff member on such days.

- F. No staff member shall be assigned outside his/her professional discipline, except temporarily and for good cause, without his/her consent.
- G. (a) - Effective through June 30, 1993: The Board recognizes its responsibility to provide personnel to serve as Program Assistants on a full-time basis to assist the classroom staff members and will provide same when it is determined to be educationally and financially feasible. It shall be the practice of the Board to involve the staff member in the screening and appointment of their Program Assistant.
- (b) - Effective July 1, 1993: When finances permit, full-time classroom aides will be provided in classrooms where mandated and in all other I.S.D. self-contained classrooms except when caseloads drop below six FTE (full time equated) in which case classrooms will be assigned a half-time aide.

Classroom aides assigned to self-contained classrooms may be utilized to implement integration programs for the self-contained students within their building, to support co-teaching programs implemented by the self-contained classroom teacher, and to support full-inclusion programs within their local building.

The classroom teacher may request a variation in the assignment of his/her classroom aide. Such request will be reviewed by his/her immediate Supervisor/Regional Director, Division Head, and a committee of five with two members appointed by the Association, two members appointed by the Board, and chaired by the I.S.D. Superintendent. Such committee will review the teacher's program needs and classroom composition and arrive at what support or adaptations are necessary for effective programming.

- H. The Board of Education recognizes the need to provide an instructional resource center for all educational staff members. It further recognizes the need to provide inservice training programs which are to be planned cooperatively with the Division Head or his/her designate and appropriate staff members of the Union.
- I. The Board of Education recognizes that appropriate texts, library reference materials, maps, globes, audiovisual equipment, art supplies, athletic equipment, current periodicals, standardized tests and similar instructional materials are the tools of the education profession. The Board agrees to have their administrators confer with staff members from time to time for the purpose of selecting and upgrading those materials and equipment within the limits of the financial resources available.

- J. Directions or memoranda concerning routine operating procedures or staff duties and responsibilities will normally be given at staff meetings or by means of a written communication from the appropriate supervisor. Staff members who may wish to make a special request which concerns all appropriate staff members, will normally make this request at the time of the regularly scheduled staff meeting.
- K. The primary responsibility of supervision of the playground activities is with the staff member covered by this Agreement. Playground supervision may be performed by the Program Assistant under the direction of the staff member and his/her supervisor.
- L. Staff members will be expected to participate in the following professional activities not to exceed eight (8) hours a month beyond the regular schedule:
 - 1. Staff meetings as scheduled by the Intermediate Superintendent, Division Head, the immediate Supervisor or when requested by the staff for appropriate reasons.
 - 2. Conferences with parents, staff members or other educational specialists to implement students' study programs or to resolve behavioral problems.
 - 3. An annual open house as may be scheduled and at least two (2) evening parent-staff member meetings each school year.
 - 4. Under no conditions will a staff member be required to work on weekends without his/her consent.
- M. Staff members may make their supervisors aware, in writing, of working conditions which they feel are unsafe or hazardous. Supervisors will then assume the responsibility of informing the appropriate level of administration of said conditions.
- N. The first month of employment, and each three years thereafter, every staff member shall be required to present evidence of having satisfactorily passed, within the previous three (3) months, a TB test as provided by the County Health Department, the staff member's personal physician, or as arranged by the Intermediate Board of Education, and the results of such tests shall be promptly filed with the Intermediate Superintendent as specified by State Law.
- O. All staff members shall file a copy of their birth certificate with the Intermediate Superintendent or in lieu thereof, such person shall file other reasonable proof of date of birth.

- P. Retirement age for all staff members covered by this Agreement shall be seventy (70). Staff members reaching retirement age after their contractual year has begun shall be allowed to finish that contractual year. Continued employment with the district beyond age 70 shall be at the discretion of the Board and will be determined annually.
- Q. Staff members will administer appropriate medication to students provided that:
1. There is no nurse available.
 2. A signed slip by parent and physician is in the students' cumulative record.
 3. The Board shall indemnify and deem harmless from any liability, staff members who administer medication to pupils in direct response to an order from supervisory personnel to do so.
- R. Student Transportation
1. Those employees required to use school owned vehicles for transporting students will be offered the opportunity of education and/or training in the use of the vehicle upon request.
 2. Staff members shall not be required to transport students in their personal vehicles except for those staff members who, by the nature of their specific assignment, may be required, either frequently or on occasion, to transport students. Work Experience Consultants and the Mobility Specialist will be eligible for approved costs in securing additional insurance to cover these activities.

ARTICLE VIII

Vacancies, Promotions and Transfers

- A. All hiring and promotion procedures lie solely in the hands of the Board of Education. The Board, however, does agree that notice of all positions and vacancies that occur in the disciplines represented in this Agreement and those that would involve a supervisory position in the areas covered by this Agreement will be given to the staff and the Monroe County Intermediate Education Association in writing within five (5) days after the opening of the position or fifteen (15) days prior to filling such vacancy. Such positions will be posted on appropriate bulletin boards.

- B. The Board of Education further declares its support of a policy of promotion of staff from within the Intermediate School District, whenever feasible.
- C. When possible, staff members will be allowed to remain in the school district to which they are currently assigned. However, any transfer of a staff member from one geographical area of school district to another will be at the discretion of the Administrator in charge of such program after consultation with the staff member being transferred. A staff member who desires a transfer or reassignment shall file a written statement of such desire with his/her immediate supervisor not later than February 1. This statement shall indicate the position and school district to which the staff member wishes to be assigned.
- D. Staff members will not be transferred without their consent from one discipline to another. However, the Board reserves the right to enter into free discussion with any of its staff members about transfers from one discipline to another.
- E. Any staff member covered by this Agreement who makes proper application for a different open or new position within the jurisdiction of this Agreement and possesses the necessary qualifications for the position as determined by the Board of Education, shall be interviewed for the position, be given first preference on a seniority basis if all other qualifications are equal, and has the right to appeal such decision to the proper Division Head. Further, upon written request, the staff member will receive a written reason(s) as to why he/she was not awarded the position. The filling of an opening under this procedure is not subject to the grievance process.
- F. When supplemental contracts are offered to provide a summer program at the Monroe County Youth Center, those staff members assigned to the facility will be the first considered for those positions.

ARTICLE IX

Personal, Professional and Union Leaves of Absence

A. Illness/Injury Leave

1. Staff members will be entitled to one (1) day of illness/injury leave per month employed by the District with a maximum accumulation of 120 days. Illness/Injury Leave days will be accumulated on an earned basis except that all staff members will be granted two (2) additional non-earned illness/injury leave days at the beginning of their contractual year.
2. At the end of each semester, a staff member may be reimbursed for those days for which pay has been deducted due to absence caused by illness/injury if sufficient leave days have since been earned.
3. Not later than thirty days following January 1st and July 1st, each staff member will be notified in writing of his/her total accumulated illness/injury leave as of the first of that month.
4. A staff member may utilize his/her illness/injury leave days for absences due to illness or injury of his/her self or due to the illness or injury of a resident member of his/her immediate family that requires his/her personal care or attention. (Immediate family shall be defined as spouse, children* residing at home, and other permanent resident relatives of the home.) In addition, a staff member may also use up to three (3) illness/injury leave days per incident for absences due to the illness or injury of a parent not residing in the staff member's home.

*For purposes of clarification, it is understood by both parties that the terms "Children/Child" refer to one of the following relationships to the employee:

- a. Natural (By Birth)
 - b. Adopted
 - c. Stepchild
 - d. Guardianship (Court appointed with all legal rights as if he/she was a natural parent.)
5. In case of illness or injury, the staff member shall call the Division Head or his designate as clarified annually by the Division Head in written memo. When a staff member is absent, it will be the responsibility of the staff member to notify the office by 3:00 P.M. on the day prior as to the time the staff member plans to return to work. Failure to comply as stated above may result in a loss of pay for the day at the discretion of an

administrator, unless a different arrangement is mutually agreed upon between the staff member and the Division Head.

6. Any staff member who has been absent from work because of illness or injury must complete and submit an "Absence Report" (Appendix "A") postmarked or personally delivered on the first day after returning to work. Failure to comply with this requirement may cause the staff member to lose illness/injury leave credit for the period of time.
7. After three consecutive days a staff member may be required to produce evidence in the form of a medical certificate or otherwise, of the adequacy of the reason for his/her absence during the time for which illness/injury leave is granted. Such a requirement by the Board shall not be at its expense. In addition, the Board of Education has the right to request a medical or psychiatric evaluation of a staff member when it appears that his/her job performance is being affected by physical and/or mental problems. When such request is made, the Board will pay the difference between the employee's insurance coverage and the actual cost of the evaluation.
8. Staff members who have been employed on a full-time basis for a minimum of five (5) consecutive years and who are voluntarily terminating their employment shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$20.00 per day up to a maximum of \$750.00. Termination of employment must be effective at the completion of the work year and at least ten (10) business days prior to the reporting date for the new work year in order for the staff member to be eligible for this benefit. Exceptions to these time lines may, upon written request of the staff member, be granted by the Board after a review of the merits of the request.
9. Any staff member who has reached the accumulated maximum allowed days of illness/injury leave shall be eligible at the end of each contract year to receive reimbursement for any excess earned illness/injury leave days at the rate of \$10 per day.

B. Personal Business/Emergency Days

1. At the beginning of the staff members' contract year, each staff member shall be credited with two days (one day for persons contracted less than a full year) to be used for emergencies or personal business. These days shall only be used for purposes which cannot be conducted during non-work hours or for other emergency reasons which are not eligible under Illness/Injury Leave. Some

of the reasons for which Personal Business/Emergency Days may not be used are: shopping trips, vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money.

2. A staff member wishing to use his/her Personal Business/Emergency Day(s) shall indicate this desire to his immediate Supervisor as well as file and sign a written statement on the appropriate form at least two (2) days in advance, except in emergency situations.
 3. The written form will indicate that the use of the Personal Business/Emergency Day is not for inappropriate purposes, but is being used to conduct business or handle circumstances which cannot be conducted during non-workday hours. This form will require the approval of the immediate Supervisor, Division Head, and Superintendent or his designate.
 4. Failure to comply with the procedures above may result in loss of pay for the day and disciplinary action at the discretion of the Superintendent or his designate.
 5. Personal Business/Emergency Days may not be used before or after Holidays, vacation, or the first or last day of the school year, and may not be planned in conjunction with any form of paid or unpaid leave of absence.
 6. Unused Personal Business/Emergency Days may be accrued to a maximum of three days in any one year and any other unused Personal Business/Emergency Days will be added to the accumulated Illness/Injury Leave Days at the end of the fiscal year.
 7. These days may be taken in one-quarter (1/4) day increments of the employee's work day.
- C. S.M.I./S.X.I. Relief Days

Staff members assigned to the S.M.I. and S.X.I. Programs will be eligible for relief days as follows:

1. Third through fifth consecutive year of employment in the S.M.I. or S.X.I. Program: Two (2) relief days per year.
2. After five consecutive years of employment in the S.M.I. or S.X.I. Program: Five (5) relief days per year.

Additionally, staff members assigned to these programs will be allowed up to five (5) contract reduction days. The number of days and exact dates to be taken shall be determined prior to the start of the contract year. Any combination of contract reduction days and deduct days totaling ten or more in any contract year shall result in a loss of all relief days for that year.

D. Medical Leave of Absence

Any staff member whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, upon written request to the Board with physician's verification, shall be granted a medical leave of absence without pay for a period not to exceed six (6) months. During this leave period, the Board will only assume one-half (1/2) the cost of the employee's eligible hospital/medical insurance coverage, and continuation of such leave up to an additional six (6) months without pay and without Board paid insurance benefits may be granted at the Board's discretion. Upon return from such medical leave, the staff member shall provide a physician's statement that he/she is capable of returning to work on a full-time basis. Such staff member shall then be assigned to his/her previous position.

E. Funeral Leave of Absence

1. A maximum of five (5) days leave of absence with pay (and not to be deducted from Illness/Injury Leave) will be granted for death in a staff member's immediate family (defined as spouse, children and parents).
2. A maximum of three (3) days of absence with pay (and not to be deducted from illness/injury leave) will be allowed in the death of a sibling, mother/father-in-law, grandparent, brother/sister-in-law and/or any permanent resident relative living in the household.
3. Days may be taken beyond the five (5) and three (3) day limits and deducted from illness/injury leave upon prior approval of the Administration.
4. A written "Absence Report" (Appendix A) will be filed with the immediate Supervisor stating the relationship of the person for whom the leave was requested.

F. Court Witness

Staff members who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness. Such service shall be arranged with the Superintendent until action can be considered by the Board. If the staff member receives a fee, the amount of the fee or fees shall be deducted from the regular pay. The Board will not excuse a staff member with pay to serve as a witness against either the Board or any of its constituent Boards of Education.

G. Jury Duty

Staff members who are called for jury duty shall be governed by the provisions above describing court service as a witness except that the staff member will cooperate with the Superintendent in requesting to be excused from this duty. If the staff member receives a fee, the amount of the fee or fees shall be deducted from the regular pay.

H. Union Leave

At the beginning of each school year the Union shall be credited with four (4) days of Union leave to be used by staff members who are officers of the Union or members of the negotiation team, such use to be at the discretion of the Union. However, not more than two (2) members shall be authorized absence under this clause on any given day, and these days will not be used for the purpose of processing grievances. The Union agrees to notify the Administration in writing not less than two (2) days in advance of taking such leave.

I. Military Leave

Military Leaves of Absence shall be granted to any staff member who shall be drafted for military duty to any branch of the Armed Forces of the United States as required by P.A. 145 of 1943.

J. Maternity Leave of Absence

1. Maternity leaves of absence without pay are available to female staff members. The length of the requested leave may vary from six (6) weeks to a maximum of six (6) months, but may be extended at the discretion of the Board.
2. Female staff members who have completed one (1) contractual year of full-time service with the District and who have also been recommended for continued employment shall be eligible and granted a maternity leave when requested of the Board.
3. Staff members who have completed one (1) contractual year of full-time service desiring absence from work for pregnancy, childbirth and/or child care shall be required to submit a written request to the Board of Education no later than the beginning of the sixth (6th) month of pregnancy indicating a selection of one of the following choices:
 - a. Continued employment until childbirth and immediate return to full-time employment after completion of actual physical incapacity as determined by a

physician's statement. Failure to report to work after receiving a physician's statement of satisfactory physical condition shall be just cause for dismissal.

- b. When a leave of absence without pay is requested, the beginning and termination dates of such leave shall be specifically established in the employee's written request and shall not be changed unless there are extenuating circumstances and then only with the mutual consent of the employee and the Board.
4. Insofar as possible, the beginning and terminating dates of the leave of absence should conform to the beginning or ending of a vacation break, semester, or school year in order to prevent disruption of the normal school operation.
5. Staff members desiring to continue work beyond the eighth (8th) month of pregnancy must submit a written physician's statement to the Superintendent bi-weekly. The written physician's statement must indicate the staff member's ability to continue work on a full-time basis.
6. The staff member shall be eligible to return from maternity leave upon filing a written physician's statement to the Superintendent that she is physically fit for full-time employment.
7. Failure to return from a maternity leave on the date specified or mutually agreed upon in said leave, shall be conclusively deemed a resignation.
8. Upon return from absence due to childbirth under provisions of paragraph 3a, the staff member shall be assigned to the position held prior to such absence. If the staff member selects a leave of absence of more than six (6) weeks then upon return she shall be assigned to her previous position or a similar position within her discipline.
9. Maternity leaves will be granted without pay. Such leaves requested for more than six (6) weeks will also not qualify for experience credit, illness/injury leave accumulation, and other fringe benefits except that a staff member's current hospital/medical insurance coverage shall continue through the first six (6) weeks of such leave. Upon return from maternity leave, the staff member shall be restored to her same position on the salary schedule as when she left and be entitled to other benefits accrued prior to said leave. A staff member shall receive a full year of experience credit if she works one (1) school semester or more in the school year in which her maternity leave commences. A staff

member working less than one (1) school semester in the year in which her maternity leave commences shall receive no experience credit for that year.

10. In situations regarding stillbirth or miscarriage, a staff member may make written application to the Board for reinstatement prior to expiration of the granted leave. However, the Board reserves the right in its sole discretion to approve accelerated termination on the basis of each individual case.

K. Other Leaves of Absence

1. After three (3) years of continuous full-time service with the District, a staff member shall be eligible for and upon written request granted a leave of absence for the following reasons:
 - a. Child adoption
 - b. Child care
 - c. Additional formal education
2. Such leave of absence shall not exceed a period of one (1) year.
3. The beginning and ending dates of such a leave must accommodate the normal operation of school insofar as possible and will therefore conform to the beginning and ending of a semester or school year whenever possible.
4. The total number of staff members on leave of absence described in this section shall not exceed 7% of staff in any one year.
5. Staff members desiring a leave of absence covered in this section shall request such leave from the Board in writing not less than ninety (90) days in advance except in emergency situations.
6. Such leave will be granted without pay, Board paid fringe benefits, the accumulation of experience credit on the salary schedule or illness/injury leave accumulation.
7. Upon return from such a leave, the staff member shall be guaranteed a position in the same discipline.
8. It shall be the staff member's responsibility to notify the Superintendent in writing not less than ninety (90) days before the expiration of such a leave as to his/her intention to return to employment with the District.

L. Personal Leave

After three (3) years of continuous service with the District, a staff member shall be eligible for and may be granted a leave of absence for up to one (1) year for "personal reasons". Determination for granting such leave will be made on the merit of the request, and such leave will not be used to seek or secure other contracted professional employment.

ARTICLE X

Professional Behavior and Staff Evaluation

- A. All staff members included in the Master Agreement who are eligible to be covered by the Michigan Teacher Tenure Act will be governed by the following evaluation procedures:
1. Supervision or observation of a staff members' work performance will be conducted openly and with full knowledge of the employee. No supervision or monitoring will be conducted by electronic or mechanical devices. The evaluation instrument shall be one upon which both parties have agreed.
 2. A staff member will be entitled to the presence of a representative of the Union when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency of professional behavior. It will be the staff member's responsibility to secure such representative, if he/she so desires, and appear for the requested conference. Such meeting will be held either the day of or the school day following the notification by the Administrator at a mutually agreeable time.
 3. Probationary staff members shall be evaluated at least once each semester and tenure teachers at least once each school year. Evaluations shall be completed before May 1st. These evaluations shall be placed in writing and reviewed with the staff member. However, the evaluation procedure does not preclude the Administration from making informal evaluations regarding a staff member's professional performance and including such information in the oral and written evaluation reports when such data can be substantiated. When such substantiating data involves the observation of a staff member's performance by someone other than the evaluator, such person will be familiar with the staff member's professional performance. The substantiating data shall be in the form of a written and signed statement by the person who observed the mentioned behavior, and a copy will be made available upon request. Both the observing

administrator and the staff member will sign the evaluation report indicating that the conference has taken place. The staff member will be provided the opportunity to make a written statement concerning his/her evaluation which will be attached to the signed evaluation form.

4. The rating system used on employee evaluations shall be: Excellent; Good; Average; Below Average; and Unsatisfactory. When an employee is to be rated either below average or unsatisfactory and the behavior or condition causing such a rating is known to the evaluator at least thirty (30) days prior to the formal evaluation being written, said behavior or condition shall have been previously discussed with the staff member and, whenever possible, he/she will be given the opportunity for correction.
 5. Staff members may examine their personnel records and may request that a representative of the Union be present during such examination. Personnel files will be complete with the exception that any information, wherein the sender requests confidentiality, shall not be available for the perusal of the staff member.
- B. All staff members included in the Master Agreement who are not eligible to be covered by the Michigan Teacher Tenure Act will be governed by the following evaluation and dismissal procedures:
1. Such staff members will be formally evaluated annually by his/her immediate supervisor. This evaluation will include:
 - a. A private, oral evaluation conference will take place no later than May 1st of each school year.
 - b. This oral conference will be followed within one (1) week by a written formal evaluation report and a review of this written evaluation report by the Supervisor with the staff member being evaluated.
 - c. At the time when the written evaluation is reviewed, the staff member will be entitled to the presence of a representative of the Union. It will be the responsibility of the staff member to secure such a representative, if he or she so desires, and to appear for the scheduled conference.
 - d. The written evaluation report shall include specific statements regarding the staff member's professional performance. However, this formal evaluation procedure does not preclude the Administration from making informal evaluations regarding a staff

member's professional performance and including such information in the oral and written evaluation reports when such data can be substantiated. When such substantiating data involves the observation of a staff member's performance by someone other than the evaluator, such person will be familiar with the staff member's professional performance. The substantiating data shall be in the form of a written and signed statement by the person who observed the mentioned behavior.

- e. The rating system used on employee evaluations shall be "Excellent; Good; Average; Below Average; and Unsatisfactory. When an employee is to be rated either below average or unsatisfactory and the behavior or condition causing such a rating is known to the evaluator at least thirty (30) days prior to the formal evaluation being written, said behavior or condition shall have been previously discussed with the staff member and, whenever possible, he/she will be given the opportunity for correction.
 - f. Both the immediate supervisor and the staff member are to sign the written formal evaluation report indicating that an evaluation conference has taken place and that the contents of the written report represents the significant aspects of the previous oral evaluation.
 - g. The evaluated staff member will be provided the opportunity to prepare a written statement concerning the evaluation report which will be attached to the original written evaluation report.
2. Any staff member covered by Section B of this Article who is recommended for dismissal by the Administration shall receive a written notification of such dismissal at least sixty (60) days prior to the termination of that employee's normal contractual work year. Such written notification shall stipulate the reasons for the recommended dismissal. Any disciplinary action taken under this paragraph shall be for just cause.
- a. Except that the sixty (60) day dismissal notice period shall not apply in those instances where the administration disciplines or discharges an employee for just cause during the school year.
3. Any staff member covered by Section B of this Article who has been provided written notice of his/her dismissal shall have the following rights:
- a. The right to an appeal hearing before the Board of Education.

- b. The right to be represented by legal counsel at the appeal hearing.

ARTICLE XI

Disciplinary Action

Disciplinary action shall be only for just and stated causes. Such disciplinary action will follow a concept of "progressive discipline" with the step level of disciplinary action determined by the severity of the offense.

ARTICLE XII

Protection of Staff Members

- A. The Board recognizes its responsibility to give all reasonable support and assistance to staff members with respect to maintenance of control and discipline in the classroom.
- B. Staff members shall be expected to exercise reasonable care and use prudent judgment with respect to the safety of pupils and property.
- C. Any case of assault upon a staff member arising out of or in the course of the staff member's employment shall be promptly reported to the Board or its chief administrator. The Board shall provide legal counsel to advise the staff member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance within the limits of its liability coverage to the staff member in connection with handling of the incident by law enforcement and judicial authorities.
- D. If legal suit is brought against any staff member as a result of release of confidential information or misuse of such information, the Board will furnish legal counsel for said teacher only if the Board has determined he/she has acted professionally and then only if requested by said staff member.
- E. If any staff member is complained against or sued for disciplinary action taken by the staff member against a student, the Board will provide legal counsel and render all necessary assistance within the limits of its liability coverage to the staff member in his defense. However, such Board support will not be provided in cases of gross negligence or gross misconduct.

- F. Any staff member who in the line of duty sustains injury requiring the absence from work which qualifies for payment under the Workers' Compensation Act will be paid during the period of such disability the difference between his regular salary and the amount received as payment under the Workers' Compensation Insurance Program for as long as the staff member has illness/injury leave days accumulated. The staff member's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the Board will furnish only medical, surgical and hospital care benefits as provided by the Workers' Compensation Insurance.
- G. A staff member who is injured on the job in the performance of their job duties, and provides the Board with Medical verification of such injury, shall not be charged any Illness/Injury Leave days, as a result of such injury, and shall be paid their full pay until such time as Workers' Compensation goes into effect. At that time, the injury would be covered by Section F of this Article. To be covered by this section, such injury must be reported to the Administration on the day that said injury occurred, and a Workers' Compensation claim must be completed.
- H. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual staff member contracts heretofore in effect. All future individual staff member contracts shall be made expressly subject to the terms of this Agreement, and all monies paid shall be so stipulated in the contract. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- I. If any provision of this Agreement or any application of the Agreement to any teacher or groups of teachers shall be found contrary to law, then such provision shall be deemed void but all other provisions or applications shall continue in full force and effect.
- J. To the extent permitted by law, this Agreement shall be binding upon the board and its successor personnel and upon any school district into which or with which this District shall be merged or combined. In the event this District shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of its members in such consolidated district.

ARTICLE XIII

Reduction of Staff Members

- A. Education programs may be eliminated by the Intermediate School District Board of Education.
- B. Staff members released through the reduction or elimination of programs will be given the first opportunity for employment in any vacant position for which they are qualified and can be fully certified/approved.
- C.
 - 1. Tenure staff members within a discipline will be released in reverse order of employment with the Monroe County Intermediate School District. Probationary staff will be released prior to tenure staff and the same procedure of seniority will be followed.
 - 2. Staff members who are not eligible for either tenure or probationary status as defined by the Michigan Teacher Tenure Act will be released in reverse order of seniority with the Intermediate School District.
- D.
 - 1. Seniority is defined as length of service within the bargaining unit, which commences on the first effective date of employment. In cases where a staff member's assignment is less than full-time, seniority credit will accumulate at a rate which corresponds to such assignment (i.e., staff member whose assignment is half-time will receive a half year of seniority). Staff members do not accrue seniority while on a leave of absence, except in cases of a disability leave.
 - 2. In the event of more than one staff member having the same effective date of employment, the seniority standing will be determined in the following manner:
 - a. State recognized certification and/or approval.
 - b. Date of Board action to hire.
 - c. A lottery system as defined as a drawing of names. The first name drawn will have the highest seniority, and the following names will fall into consecutive order on the seniority list. The names will be drawn by the President of the Association or his/her designee, and witnessed by the Personnel Director or his/her designee. Only those affected staff members may be present.
- E. Laid off staff members shall be recalled to the first vacancy for which they are fully certified/approved in reverse order of seniority.

The Board will operate Special Education programs and services in compliance with all applicable federal and state statutes and upon reinstatement of a position, the current seniored staff member who at the time of layoff was assigned to the position's program, will be reassigned to the reinstated position prior to recalling another staff member. However, any current position will not be affected more than once in any one year, provided it does not preclude another staff member from being recalled.

- F. All seniority is lost when employment is severed by resignation, abandonment, retirement and discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, staff members so affected shall retain all seniority accumulated as of the effective date of layoff.
- G. Staff members who have moved to another classification within the Intermediate School District, but who were at one time dues paying members of the bargaining unit covered by this Agreement (MCIEA), shall retain seniority accrued prior to such reclassification.
- H. The following provisions shall apply in the necessary reduction of Certified personnel.
 - 1. No staff member shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless he/she has been notified in writing of said discharge or layoff by July 10th. The exception to this rule will be those staff members employed in mandated programs in excess of 195 days who must be informed of discharge or layoff by May 20th.
 - 2. No staff member shall be discharged or laid off pursuant to a necessary reduction in personnel unless he has been given a written notification of said action and a subsequent opportunity for Administrative review not later than thirty (30) calendar days following notification of such action.
 - 3. Staff members who have not been notified pursuant to the conditions of Article XII, H., 1. above, and whose services are not required on a full time basis in their regular professional capacity may be reassigned by the Administration to other professional responsibilities for the remainder of the staff member's contractual work year.
 - 4. Whenever possible, the administration will acknowledge and allow two (2) mutually agreeable staff members to share on a half-time basis, a full-time position.

- I. A representative of the Association and a representative of the Board will meet to clarify procedures of layoffs.
- J. A seniority list will be provided to the Association yearly.
- K. Copies of layoff notices and recalls will be provided to the Association.
- L. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of those staff members whom it represents in such a consolidated district.
- M. In the event that this District decentralizes any or all of its current services/programs, returning those services/programs to local school districts, the board shall notify, in writing, those staff members affected by such action. Said notification shall be mailed to those affected staff members within two (2) working days of the official decision to decentralize.
- N. In the event that this district shall decentralize, the Board will use its best efforts with the local districts to assure the continued employment of those staff members whom it represents.

ARTICLE XIV

Continuity of Operations

- A. It shall be the normal operating procedure for all personnel covered by this Agreement to report to work on inclement weather days. However, when staff of the Monroe County Intermediate School District are assigned to facilities which are closed because of inclement weather conditions, fire, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, staff members covered by this Agreement whose responsibility requires them to provide direct service to students in the closed facility will not be required to report for work on such days and will be paid their normal days pay for all such days. In addition, when the nine (9) local school districts and the MCISD Education Center are closed due to one of the conditions listed above, those staff members who are assigned to the Monroe County Intermediate School District Special Service Center, and General Instruction Staff, will not be required to report for work on such days and will be paid their normal days pay for all such days. Employees who are required to report to work but are unable to do so, shall immediately notify their immediate supervisor of this fact. All such employees shall then be allowed to use any accumulated Personal or Vacation Days, in order that the employee may receive his/her normal days pay.

Exceptions to the above policy may be made by the Superintendent in consultation with the President of the Board of Education when he deems that the circumstances are such that it is not reasonable to expect staff to report to work under the existing conditions.

- B. Notwithstanding the foregoing,, the Board shall have the right to expand the school calendar in order to achieve the minimum of 180 days of student instruction. On days when school is closed due to inclement weather, fire, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, staff members who provide direct service to students in closed facilities need not report to work. However, these days will be added to the calendar by the Board in order to achieve a minimum of 180 days of student instruction. No additional pay will be granted teachers for the rescheduling of these days. Should a "Inclement Weather Day" occur on a non-classroom instruction day, affected staff members will not be required to make up the day and will receive their normal day's pay for that day.

Note: This section of the Contract is only valid as long as Michigan Public Schools are required to make up such days to receive full financial aid. Should the requirement to make up these days be rescinded, the contract language will revert to the 1984-85 contract language.

- C. The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that as long as this Master Agreement is in effect, (see Article XIV) its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott or other interruption of activities during the school day. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XV

Negotiation Procedures

- A. This Agreement has been negotiated for a period ending on September 30, 1995. However, any aspect of this Agreement may be reopened for negotiation at any time providing there is mutual agreement of both parties.
- B. Neither party will have any control over the selection of representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each school be clothed of all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement during negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any lawful measures it may deem appropriate to resolve an impasse.
- D. If negotiation sessions are ever scheduled during the normal work day, it is understood that this arrangement is made with the Administration and Board's approval.

ARTICLE XVI

Grievance Procedure

- A. A grievance shall be a claim by a staff member or the Union that there has been a violation, misinterpretation or misapplication of the terms of this contract.
- B. A "Union Grievance" is an alleged violation, misinterpretation or misapplication of the contract as it affects more than one employee and more than one supervisor. Said Union grievance may be processed directly to Level Three of the grievance procedure, but, must contain the signatures of all affected staff members.
- C. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such proceedings. Furthermore, that the parties shall attempt to secure at the lowest level possible equitable solutions to the problems presented through this procedure.

- D. Notwithstanding any other provision of this Agreement, it is expressly understood that the grievance procedure shall not apply to those areas in which the Teacher Tenure Act prescribes or authorizes a remedy.
- E. The Union shall designate one representative to handle grievances when requested by the grievant.
- F. Forms for filing and processing grievances have been designed cooperatively by the Union's representative and the Board of Education's representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure. (See Grievance Procedure Form, Appendix B)
- G. The staff member and/or Union retain the right to withdraw a grievance at any level without prejudice of record.
- H. If the staff member, having filed a grievance, voluntarily terminates employment, said grievance shall be immediately withdrawn.
- I. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- J. Access shall be made available to both parties, to all places, records and information necessary to the determination and processing of a grievance.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. The term "days" as used herein shall mean days in which school is scheduled to be in session.
- M. The Union may not initiate and/or perpetuate a grievance involving the right of a staff member or group of members without his/her, or their, express approval at each step of the procedure.
- N. A staff member, or his designated Association representative, involved in the processing of a grievance shall not be docked pay for involvement of same.
- O. Written grievances as required herein shall comply with the following provisions:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be a specific synopsis of the facts giving rise to the alleged violation.

3. It shall cite the section or sections of this Master Agreement alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.
6. It shall be filed on the appropriate form.

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

- P. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the proceedings. However, the time limits may be extended by mutual consent.
- Q. At each level of the grievance procedures all affected parties shall receive copies of the written decisions or appeals.
- R. Procedure:

Level One - A staff member believing himself wronged by an alleged violation, misinterpretation or misapplication of the expressed provisions of this Agreement shall, within five (5) days of its alleged occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. If a resolution of the problem is not obtained within five (5) days of the discussion the staff member may within fifteen (15) days of the alleged violation reduce the grievance to writing and submit same to his immediate supervisor.

Level Two - A copy of the written grievance shall be filed with the grievant's immediate supervisor along with the endorsement and/or approval or disapproval of the Union. Within five (5) days of receiving the written grievance the immediate supervisor shall arrange a meeting with the grievant and/or the designated Union representative at the option of the grievant to discuss the grievance. Within five (5) days of discussion the immediate Supervisor shall render his decision in writing and transmit same to all affected parties.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant may appeal same within thirty (30) days of the alleged violation to the Division Head by filing a written grievance, along with the rendered Administrative decision at Level Two.

Level Two may be bypassed when the immediate supervisor is also the Division head. In such cases, the total number of days to process the grievance shall be reduced by fifteen (15) days.

Level Three - Within five (5) days of receipt of the written grievance by the Division Head, a meeting shall be arranged with the grievant and/or the designated Union representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion the Division Head shall render his decision in writing transmitting a copy of same to all affected parties.

If no decision is rendered within five (5) days of discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant may within forty-five (45) days of the alleged violation appeal same to the Intermediate Superintendent by filing a written grievance along with the written Administrative decisions in Levels Two and Three.

Level Four - Within five (5) days of receipt of the grievance the Intermediate Superintendent shall arrange a meeting with the grievant and/or the designated Union representative (at the option of the grievant) to discuss the grievance. Within five (5) days of the discussion the Superintendent shall render his decision in writing transmitting copies of same to all affected parties.

If no decision is rendered within five (5) days or the decision is unsatisfactory to the grievant and the Union, the grievant may within sixty (60) days of the alleged violation appeal same to the Board of Education by filing a written grievance along with the rendered written Administrative decisions at Levels Two, Three and Four, with the President of the Board of Education.

Level Five - Within fifteen (15) days of receipt of the written grievance, the President of the Board of Education shall call a meeting to hear the presentation of the grievance. The Board shall allow the staff member and/or his Union representative at the option of the grievant the opportunity to present his case regarding the grievance.

Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further meetings and may designate one or more of its members to hold further meetings or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Union, shall final determination of the grievance be made by the board any later than ten (10) days after the initial hearing. A copy of the written decision of the Board shall be forwarded to all affected parties.

Level Six - If no decision is rendered within ten (10) days of the Board Meeting, or either party of the dispute is not satisfied with the decision rendered at Level Five, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's written decision. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

The termination of "probationary contracted" staff members shall not be a subject of arbitration. However, the termination of a "non-tenure contracted" staff member is eligible for arbitration after three consecutive successful years of service with the District.

The Board and the Union agree to share equally the fees and expenses of the arbitrator for grievances related to this Master Agreement.

SCHEDULE "A"

1992-93 Salary Schedule
195/197 Contractual Days

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 18</u>	<u>B.A. + 30</u>	<u>B.A. + 45</u>	<u>B.A.+60*</u>
1	25,990	26,980	28,080	29,280	30,730
2	27,315	28,350	29,485	30,745	32,265
3	28,655	29,735	30,915	32,250	33,785
4	29,970	31,120	32,330	33,690	35,285
5	31,440	32,605	33,895	35,285	36,925
6	32,885	34,105	35,440	36,885	38,565
7	34,345	35,595	36,995	38,470	40,205
8	35,780	37,100	38,520	40,075	41,830
9	37,640	38,985	40,060	41,650	43,460
10			41,610	43,230	45,100
11			43,590	44,825	46,745
12				46,900	48,895

B.A. shall apply to all staff members possessing a Baccalaureate Degree from an accredited college or university.

*Staff members who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A. + 60 salary.

- A. This salary schedule is the basic salary schedule for staff members for the 1992-93 school year. It is based on 195/197 contractual days of employment (184/86 work days and 11 paid holidays). Contracts for staff members working more or less than the 195/197 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's 5% BASIC teacher retirement contribution.
- C. Staff members shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional Assignment.

SCHEDULE "A"

1993-94 Salary Schedule
195/197 Contractual Days

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 18</u>	<u>B.A. + 30</u>	<u>B.A. + 45</u>	<u>B.A.+60*</u>
1	27,160	28,195	29,345	30,600	32,115
2	28,545	29,625	30,810	32,130	33,715
3	29,945	31,075	32,305	33,700	35,305
4	31,320	32,520	33,785	35,205	36,875
5	32,855	34,070	35,420	36,875	38,585
6	34,365	35,640	37,035	38,545	40,300
7	35,890	37,195	38,660	40,200	42,015
8	37,390	38,770	40,255	41,880	43,710
9	39,335	40,740	41,865	43,525	45,415
10			43,480	45,175	47,130
11			45,550	46,840	48,850
12				49,010	51,095

B.A. shall apply to all staff members possessing a Baccalaureate Degree from an accredited college or university.

*Staff members who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A. + 60 salary.

- A. This salary schedule is the basic salary schedule for staff members for the 1993-94 school year. It is based on 195/197 contractual days of employment (184/86 work days and 11 paid holidays). Contracts for staff members working more or less than the 195/197 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's 5% BASIC teacher retirement contribution.
- C. Staff members shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional Assignment.

SCHEDULE "A"

1994-95 Salary Schedule
195/197 Contractual Days

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 18</u>	<u>B.A. + 30</u>	<u>B.A. + 45</u>	<u>B.A.+60*</u>
1	28,380	29,465	30,665	31,975	33,560
2	29,830	30,960	32,195	33,575	35,230
3	31,295	32,475	33,760	35,215	36,895
4	32,730	33,985	35,305	36,790	38,535
5	34,335	35,605	37,015	38,535	40,320
6	35,910	37,245	38,700	40,280	42,115
7	37,505	38,870	40,400	42,010	43,905
8	39,075	40,515	42,065	43,765	45,675
9	41,105	42,575	43,750	45,485	47,460
10			45,435	47,210	49,250
11			47,600	48,950	51,050
12				51,215	53,395

B.A. shall apply to all staff members possessing a Baccalaureate Degree from an accredited college or university.

*Staff members who have 90 hours or more in a relevant approved planned program will receive additional compensation equal to 2% of the appropriate B.A. + 60 salary.

- A. This salary schedule is the basic salary schedule for staff members for the 1994-95 school year. It is based on 195/197 contractual days of employment (184/86 work days and 11 paid holidays). Contracts for staff members working more or less than the 195/197 contractual days will be prorated from this salary schedule.
- B. The Board of Education will continue to assume the employee's 5% BASIC teacher retirement contribution.
- C. Staff members shall not advance beyond the fifth (5th) step of any of the above salary schedules unless he/she has full approval from the State Department of Education for his/her professional Assignment.

SCHEDULE "B"

Insurance Benefits

- A. The Board of Education shall, upon application, make available for each full-time staff member covered by this Agreement (a) health care for the employee's entire family through Michigan Education Special Services Association (Super Care I), (b) a \$25.00 deductible, 80%/80%/80% dental care plan for the employees entire family through School Employers Trust Ultradent (including missing tooth waiver and a \$50 deductible, 80% orthodontic care plan with no age restrictions), (c) Ultra Vision Plan V for the employees entire family, (d) a \$20,000 term life insurance plan for the employee (\$25,000 term life effective 10/1/93) and (e) long term disability insurance with a 90-day or modified exact fill waiting period to include a benefit of 60% of salary, up to a \$3,000 per month limit. It is understood that hospital/medical, dental, and vision benefits will be subject to internal/external coordination.
- B. In lieu of full family hospital/medical coverage, a staff member may, upon application select an option of up to \$83.00 per month which may be used to purchase other available insurance options through the M.E.S.S.A. program, and/or a Tax Sheltered Annuity through V.A.L.I.C. with withdrawal restrictions.
- C. The Board of Education shall provide for the staff members covered by this Agreement the premiums for the insurance benefits as described in paragraphs "A" and "B" above, for a term which commences on December 1, 1992 and expires on September 30, 1995. In addition, the annual deductible (\$50/\$100) for the Super Care I medical insurance will be fully paid by the Board in a lump sum payment on the first pay in January.
- D. A staff member and a staff member's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive health care insurance coverage if they receive health care insurance coverage through another employer or through a spouse on the M.C.I.S.D. staff, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the staff member or the staff member's family members and so states in writing to the Board and (2) a staff member who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.

For the appropriate coverage, the staff member shall verify in writing he/she is eligible for such coverage. Written verification shall be completed at the beginning of each year. After that time any staff member with double health coverage shall reimburse the Board the cost of his/her health coverage for the duration of such double coverage.

Changes in family status shall be reported by the staff member in writing to the Personnel Office within thirty (30) days of such changes. The staff member shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

- E. Each staff member who completes his/her contractual obligation with the Board shall have their Board paid insurance premiums continued through the summer months and until September 30th of the next fiscal year. However, those staff members who terminate their employment upon the completion of their contractual work year will have their insurance coverage continued through August 31st. If a staff member willfully terminates his/her employment prior to the end of his/her contractual work year, his/her Board paid subsidy shall terminate on the first of the month following. In instances where cost of coverage exceeds the amount of subsidy, the Board shall make provisions for the excess to be deducted from the balance of the staff member's earnings.

SCHEDULE "C"

Longevity

- A. Longevity in the amounts listed below will be paid to each active staff member covered by this Agreement who has completed at least the below listed years of service with the District on or before September 30th of the fiscal year in which it is to be paid and has been at the top of his/her salary schedule lane for at least one fiscal year.

10 - 14 years - \$350.00
15 - 19 years - \$450.00
20 - + years - \$550.00

- B. The Longevity payment is to be made in one lump sum on or about the first Friday in December of each year.
- C. The approved "Seniority List" will be used to determine years of service for purposes of this "Schedule".

SCHEDULE "D"

1992-93 Calendar
T.M.I., P.P.I. and Work Skills

<u>August</u>	<u>Students</u>	<u>Staff</u>	<u>Contract</u>
**New Staff Inservice....August 26 & 27			
**All Staff Inservice.....August 28			
Opening Day for Students....August 31	1	2-4	2-4
<u>September</u>			
*Labor Day.....September 7	21	21	22
<u>October</u>			
	22	22	22
<u>November</u>			
*Thanksgiving Recess....November 26-27	19	19	21
<u>December</u>			
*Winter Recess Begins.....December 21	14	14	18
<u>January</u>			
Classes Begin.....January 4	20	20	21
<u>February</u>			
*Presidents' Day.....February 15			
**Staff Inservice.....February 22	18	19	20
<u>March</u>			
	23	23	23
<u>April</u>			
*Good Friday..... April 9			
*Spring Recess.....April 12-16	16	16	17
<u>May</u>			
**Educational Planning Day.....May 7			
*Memorial Day.....May 31	19	20	21
<u>June</u>			
Last Day Students.....June 9			
**Last Day Staff.....June 10	7	8	8
	180	184-86	195-97
*No School			
**No Students			

SCHEDULE "D"

1992-93 T.M.I. and P.P.I. Calendar
(cont'd.)

- A. All Special Education classroom teachers are guaranteed two (2) I.E.P. days to be mutually agreed upon between the supervisor and the individual staff member. In addition, an Educational Planning Day, which will be used for I.E.P.'s will be guaranteed for each of the same Special Education classroom teachers.
- B. All I.S.D. classroom teachers located in local district buildings shall be guaranteed four half-day inservice days (or the equivalent thereof) to be scheduled in writing within twenty-one calendar days of receipt of local calendars, and after consultation with affected staff members. These inservice days shall be coordinated, whenever possible, with other I.S.D. operated programs and the transportation system.
- C. All calendars are "tentative" with certain days such as spring recess and the end of the school year subject to change in the event instructional days which are cancelled due to reasons beyond the control of school authorities, such as "snow days", must be made up.
- D. Calendars for the 1993-94 and 1994-95 contract years will be developed before the beginning of the said contract years.

SCHEDULE "E"

Retirement

Staff members who are eligible to retire and receive full retirement benefits (30 years of service credit) under the Michigan Public School Employees Retirement System and meet the below listed requirements shall, upon retirement, receive a sum equal to one-half (1/2) of their accumulated illness/injury leave at their last work year's daily rate of pay. In the case of the death of a staff member who is eligible to retire under Schedule "E", the retirement payment will be paid to said staff member's estate.

To receive this benefit, the staff member must meet all of the following requirements:

- A. Actively employed by the District for a minimum of fifteen (15) years.
- B. Declare, in writing to the Board, an irrevocable letter of retirement no later than March 1st of the school year in which they plan to retire.
- C. Retirement must be at the completion of the contract year.
- D. Receive retirement benefits from the Michigan Public School Employees Retirement System.

Staff members eligible for this benefit are not eligible to receive Illness/Injury Leave reimbursement under Article IX, A, part 8.

APPENDIX "A"

PRESS DOWN FIRMLY - YOU ARE MAKING THREE COPIES

EMPLOYEE: _____ REGULAR WORK HOURS: _____
DEPARTMENT: _____ TO _____

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT

EMPLOYEE ABSENCE REPORT

- Illness - Injury
- Personal Emergency - Business
- Funeral Leave
Relationship: _____
- Illness - Injury (other than self)
Relationship: _____
- Vacation
- Other _____

I wish to be was absent on the following day(s): _____

Reason for absence: _____

If only part of day: time left _____ time returned _____

Doctor's name, address and telephone number, if contacted: _____

I, the undersigned, state that I will (have) use(d) the day(s) requested for the purpose as indicated above and assure the Administration that such day(s) will (have) not be (been) used for inappropriate purposes. I understand that the misuse of this absence request will be justifiable cause for disciplinary action.

Employee Signature: _____ Date: _____

Approved*
 Not Approved
Signed _____
SUPERVISOR / DIVISION HEAD

Approved*
 Approved with Loss of Pay
 Loss of Pay
Signed _____
PERSONNEL OFFICER

1. *Approval with pay is always conditional upon employee having such days accrued.
2. Except in cases of emergency, staff members desiring to take a personal emergency-business day shall indicate same to their immediate supervisor at least two (2) days in advance.
3. Funeral leave should be requested as soon as the need is known, and the request should note the relationship of the deceased person.
4. Illness/Injury leave for medical and dental appointments should be requested at least two (2) days prior to the requested date.
5. A report should be completed and submitted to the appropriate administrator the first day after returning to work following absence due to illness.

WAS THIS AN INJURY OR ILLNESS DIRECTLY RELATED TO OR CONTRACTED THROUGH YOUR JOB ASSIGNMENT? YES NO

Forward a Copy of this Grievance Report to all Appropriate Persons

Grievance Report

Monroe County Intermediate School District
1101 S. Raisinville Road
Monroe, Michigan 48161

LEVEL IV

A. Date Received by Intermediate Superintendent _____

B. Disposition of Grievance by Superintendent _____

Signature of Superintendent _____ Date

C. Grievant's Response to Superintendent's Disposition _____

Signature of Grievant _____ Date

Forward a Copy of this Grievance Report to all Appropriate Persons

Grievance Report

Monroe County Intermediate School District
1101 S. Raisinville Road
Monroe, Michigan 48161

LEVEL V

A. Date Received by President of the Board of Education _____

B. Disposition of Grievance by Board of Education _____

..... Signature of Board President Date

C. Grievant's Response to Board's Disposition _____

Signature of Grievant Date

RATIFICATION OF THE AGREEMENT

This Master Agreement, containing sixteen (16) Articles, seven (7) schedules, and two (2) Appendix forms is to be effective November 2, 1992 until September 30, 1995, and shall constitute the full and complete commitment between the parties and may be altered, deleted from, or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement. Said Agreement has been approved and ratified by the Union and the Board on the indicated dates as evidenced by the signatures of their authorized representatives.

For the Union

For the Board

William Brode
President

Calvin B. Bump
President

Lynne L. Kost
Secretary

David R. Wing
Secretary

Walter A. Banton
Negotiation Chairperson

Dennis K. Hulbert
Negotiation Chairperson

11/2/92
Date

11/2/92
Date

*Schedule "A" of this Master Agreement will be effective retroactive to July 1, 1992.

