

**AGREEMENT
 BETWEEN THE
 LAKE LINDEN-HUBBELL BOARD OF EDUCATION
 AND THE
 COPPER COUNTRY EDUCATION ASSOCIATION**

*Effective
 September 1, 1992
 through
 August 31, 1993*

Lake Linden-Hubbell Public Schools

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ARTICLE I

INTRODUCTION

This Agreement entered into this 1st day of September, 1990 by and between the Board of Education of the Lake Linden-Hubbell Public Schools, Lake Linden, Michigan, hereinafter called the "Board", and the Lake Linden-Hubbell Education Association, a branch of the Copper Country Education Association, hereinafter called the "Association".

Pursuant to Act 379, Public Acts of 1965 as amended, the District hereby recognizes the Copper Country Education Association as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the Agreement. The bargaining unit shall consist of:

All certified professional personnel including classroom teachers, pre-school certified teachers, substitute teachers, guidance counselors and librarians, on tenure or probation, under contract or per diem, appointment employed by the Board whether or not assigned to a public school building; but excluding, office clerical employees, supervisory and executive personnel, teacher aides and all others not included in the bargaining unit mentioned above.

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ARTICLE II

BOARD RIGHTS

- A. Except as modified by the specific terms of this Master Agreement the Board retains all rights and powers to manage the Lake Linden-Hubbell Public Schools, and to direct its employees through its administrative personnel. The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and connection therewith shall be limited only by the specific and express terms of this Agreement. The Association expressly recognizes and refers to these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan. Such rights shall include by illustration and not by way of limitation, the right:
1. To execute management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours.
 2. To hire all employees and, subject to the provisions of law, to evaluate and determine their qualifications and conditions for their employment and their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. In emergency situations, the Board may waive the degree requirements; employment shall comply with state certification code.
 3. To approve and establish levels and courses of instruction, including special programs, and to provide for athletic recreational and social events for students.
 4. To approve and provide the selection of textbooks, teaching materials and aids necessary for an adequate instructional program and have the foregoing available by the opening of school under normal circumstances.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers subject to the express provisions of this Agreement.
 6. To reprimand, discipline or discharge employees, but not in conflict with the terms of this Agreement or the laws of the State of Michigan.
 7. To adopt rules and regulations.

- B. It is the responsibility of the Board to maintain a list of substitute teachers and arrange for substitution when teachers are absent. Teachers will be provided with a telephone number which they may call if they are not available for work on any specific day or any period of time.

- C. The Board, prior to November 1, shall provide each school and the Association with a statement of Board Policies pertaining to teaching situations placed in a notebook filed in the teachers' lounge. Furthermore, the Board shall place into this notebook new policies within thirty (30) days of their effectiveness.

ARTICLE III

RIGHTS OF THE ASSOCIATION

- A. The Lake Linden-Hubbell Public School Board of Education acknowledges the fact that certain rights are conferred upon members of the Association by the Federal Constitution, the Michigan Constitution, Public Act 379, Michigan Employment Relations Commission, the Michigan General School Laws and Administrative Rules.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings provided that prior notification is given and no conflict with previously scheduled activities is present. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. For purposes of negotiations and grievance handling, the Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the District in the same form it is available to the Board.
- D. School materials used solely for the professional organization shall be paid for by the Association.
- E. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable hours, provided, that such business transactions shall not interfere with school activities as determined by the School District. Association officials who are not employees of this District shall be permitted to visit school premises to transact official Association business, provided they first report to the office of the Building Principal upon entry and state the nature of their business.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mail boxes for communications to teachers; provided that the appropriate Association official affixes his signature to every notice distributed or posted on or through school facilities, if the source is not identified on the material.

ARTICLE IV

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is an employee of the Lake Linden-Hubbell School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA/LL-HEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct 1/20th of such dues from the first and second regular check of the teacher each month for 10 months, beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA/LL-HEA dues to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deductions have been made.
- B. The Board recognizes the obligation incumbent upon bargaining unit members to contribute to the Association a legal service fee as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall, as a condition of employment, pay a legal service fee to the Association not to exceed the dues uniformly required to be paid by members of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction within thirty (30) days as provided in the preceding article, the Board upon written request from the Association shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month for the remainder of the school year.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
1. The employer gives timely notice of such action to the union and permits the union intervention as a part if it so desires; and

2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

ARTICLE V

SCHOOL IMPROVEMENT

- A. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:
1. Participation in the planning process by the employee is voluntary.
 2. Participation or nonparticipation in the planning process shall not be used as a criterion for evaluation, discipline, or discharge.
 3. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board.
- B. Curriculum Review Committee - At the request of the Superintendent, the faculty shall serve on committees to develop improved instructional programs. Recommendations on course and/or instructional materials should be directed to the Superintendent for consideration by the Board.

ARTICLE VI

TEACHING HOURS AND ASSIGNMENTS

- A. Teachers will be at their assigned places of duty not later than 8:00 a.m. Teachers may leave the building at 3:20 p.m., except on Fridays and on the day before holidays, when the teacher work day will terminate at the conclusion of the instructional day.
- B. Secondary teachers shall not be assigned more than six of the seven periods; the seventh period being an unassigned preparation period.
- C. Teachers may mutually agree to substitute for each other. Substituting shall be voluntary and no teacher shall be required to substitute for another teacher.
- D. On late start days teachers will be at their assigned place of duty 10 minutes before the start of the first class and the teachers work day shall terminate at the conclusion of the instructional day.
- E. In the elementary school, when students are assigned to a class under the direction of another teacher (e.g. music and physical education), this will be a preparation period for the regular classroom teacher. Every effort will be made in scheduling to assure that all elementary teachers receive equal preparation time.
- F. On days when School is dismissed early because of inclement weather, teachers may leave 15 minutes after the students are dismissed.

ARTICLE VII

EMPLOYEE DISCIPLINE

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom, except when it is evident that the teacher has conducted himself in a non-professional manner.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any discipline, reprimand or reduction in rank, compensation or professional advantage shall be subject to the professional grievance procedure hereinafter set forth. The discharge and non-renewal of teachers shall be governed by the tenure act.
- C. If a teacher is to be reprimanded or disciplined orally or in writing by a member of the Administration, he will be entitled to have a representative of the Association present.
- D. All considered complaints directed toward a teacher shall be promptly brought to the attention of the teacher. Complaints, in order to be considered, must be in writing and signed by the complainant. If complaints or notations of complaints are entered into the teacher's evaluation file, the teacher will be given an opportunity to respond in writing. The response will be attached to the complaint and/or notation.

ARTICLE VIII

TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the Administration. The evaluation shall be conducted within the school system and/or in the course of a school activity in which the teacher is representing the District in a contractual capacity. The use of closed circuit surveillance devices or public address systems will not be used in monitoring or observing teacher performance.
- B. Evaluations shall be conducted by the Building Principal, Assistant Principal or other qualified Administrators designated by the Board. Each written review of the teacher's job performance shall be based on one (1) full period of continuous observation. Administrators reserve the right to include in the final evaluation of each teacher a statement, or statements, concerning the overall performance of the teacher that has been observed by the Administrator, both in and out of the formal evaluation sessions. These informal observations shall be a part of the total evaluation process.
- C. The performance of all teachers shall be evaluated in writing as follows:
1. Probationary teachers shall be evaluated at least two (2) times per year. A personal meeting will be held as soon as possible and within (10) school days thereafter to review the job performance of the probationary teacher.
 2. Tenure teachers shall be evaluated in writing at least once a year. A personal meeting will be held with each tenure teacher as soon as possible and within ten (10) school days thereafter to review his job performance. Copies of the evaluation will be given to the teacher at that time.
 3. Contained in the evaluation will be the written opinions of the observing Administrator in which areas of deficiency will be indicated. An attempt will be made by the Administrator to recommend appropriate steps for improvement.
 4. Subsequent evaluations shall comment on a teacher's prior areas of deficiency.
 5. Formal evaluations shall be completed during the period after the first five (5) working days of the school year and before the last ten (10) working days of the

school year. The first evaluation shall take place prior to April 15 if there is more than one (1) evaluation. If there is only one (1) evaluation, it shall take place before May 15.

- D. Teacher evaluation shall be based on the following criteria:
 - 1. Knowledge of subject matter.
 - 2. Ability to impart the subject matter.
 - 3. Appropriate and effective classroom control and discipline.
 - 4. Ability to establish rapport and a positive working relationship with students, administrators, other teachers, and parents.
- E. Two (2) copies of the written evaluation will be developed; one (1) to be signed and returned to the teacher and another to be placed in the teacher's file. In the event that the teacher feels that his evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report.
- F. Teachers will have the right to review the contents of their personnel files. A representative of the Association may accompany the teacher in this review if requested.
- G. Administrators welcome any suggestions for improvement of the evaluative procedures made by teachers. These may be submitted to the Administration once per year in September. Upon receipt of these suggestions, a committee will be established by the Building Principal to review the suggestions and to include them in the evaluative procedure if it is felt to be desirable by the Administration.
- H. Any matter concerning teacher evaluation is not to be processed beyond Level III of the grievance procedure excepting grieving the evaluation procedure itself.

ARTICLE IX

TEACHING CONDITIONS

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained. The parties at the request of either party will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake promptly to consider all joint decisions thereon made by its representatives and the Association.
- B. The Board shall make available restroom and lavatory facilities and at least one room shall be reserved as an integrated faculty lounge in which smoking shall not be permitted.
- C. The parties agree that effort will be made by the Board and the Administration to maintain class size at what is considered to be a reasonable level. In the event that class size becomes a matter of concern to the Professional Teaching Staff, the Association will designate three members to form a committee in cooperation with a similar committee of Board members to thoroughly study the situation in question, explore solutions and make appropriate recommendations to the Board of Education if necessary.
- D. Telephone facilities shall be made available to teachers, however, the teachers acknowledge that they will be responsible for the charges for all personal long distance telephone calls made by them.
- E. Effort should be made by administrators to reduce the amount of paper work required of teachers so that the largest possible percentage of time may be spent in planning and teaching.
- F. The Board will designate a parking lot for teachers' use.
- G. Lunch hour will be 30 minutes in length and will be duty free and uninterrupted.

ARTICLE X

VACANCIES, PROMOTIONS & TRANSFERS

- A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by written notice of such vacancy to the Association President and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) school days.

- B. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give consideration to length of service in the District, professional background and attainments of all applicants and other relevant factors. The parties recognize that the filling of vacancies of a promotional nature is a prerogative of the Board and that the decision of the Board will be final, unless arbitrary, capricious or without basis in fact.

ARTICLE XI

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The term "Net Credited Service" as used in Schedule A shall mean the number of full academic semesters (excluding summer semesters or sessions) during which the teacher has been actively teaching and has been under contract to the Board, less deductions for leaves of absence, except for illness and disability, plus any time spent in the Armed Forces of the Nation. For the purpose of establishing teacher salaries, full semesters of net credited service shall be computed as of the second Tuesday of July preceding the academic year in which the salary is to be paid.

Part-time teachers who work half-time or more during the full school year shall accrue towards net credited service in the same manner as full-time teachers. Part-time teachers who work less than half-time shall accrue net credited service on the basis of the actual percentage of time worked by said staff member.

- C. The Board may grant a teacher with a degree and certification his or her full teaching experience. If the School District does not grant a teacher his or her full teaching experience the Superintendent will advise the LLEA representative of the Copper Country Education Association of its decision on the granting of teaching experience and will further recommend to the teacher that he or she consult with the CCEA concerning his or her contract rights and the amount of teaching experience which has been granted.
- D. For certain designated extra-duty assignments the teacher shall be entitled to appropriate compensation as set forth in Schedule B which is attached to and incorporated in the Agreement. Compensation for extra duties not covered by Schedule B will be negotiated by the Board and shall be commensurate with extra-duty pay as scheduled.

ARTICLE XII

STAFF REDUCTION

In the event the Board decides to reduce the number of teachers through lay-off, or reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. First year probationary teachers shall be laid off first, then second year probationary teachers, then third year probationary teachers; provided there are tenure teachers qualified and certified to replace them.
- B. The order of reduction among tenure teachers shall be according to seniority, the academic needs of the District, competency and certification.
 - 1. Competency shall be determined by the Board and Administration in terms of training, extent of experience and teacher evaluations.
 - 2. Seniority shall be defined as the length of consecutive service in the Lake Linden-Hubbell School District measured by teaching service when under regular contract and does not include periods of leave.
 - 3. Teachers shall receive at least thirty (30) days' written notice of any lay-off.
- C. The order of recall shall be in the reverse order of lay-off, in accordance with criteria listed in A and B above.
- D. The provisions of this lay-off procedure will conform with the regulations of the State Tenure Commission.
- E. The Board shall give written notice of recall from lay-off by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with lay-off, recall or other notice to the teacher. If the teacher fails to report for work within twenty (20) days from the date of the receipt of the Board's written notice of recall or within twenty (20) days after the Board's notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to be a voluntary quit and shall thereby

terminate his individual employment contract and any other employment relationship he may have had with the Board.

- F. The Board agrees to provide an updated seniority list by October 15 each year to be verified by the Association.

ARTICLE XIII

GRIEVANCE PROCEDURE

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

- A. Definition: A grievance is a claim based upon an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. The Association shall designate one (1) representative per building to assist in the handling of grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One (1) as hereinafter described and the superintendent or his designated representative to act at Level Two (2) hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall cite the section or subsections of this contract alleged to have been violated;
 - 4. It shall contain the date of the alleged violation;
 - 5. It shall specify the relief requested.

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

Level One (1) - A teacher with a grievance shall first discuss it with his immediate supervisor or principal within ten (10) school days of its occurrence or discovery within the school year it occurred. It is further understood that the test for the time of discovery of the alleged wrong shall be that of a reasonable prudent person.

Level Two (2) - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One (1), he may, within seven (7) school days, file a written grievance with the Professional Rights and Responsibilities Committee. (If a Professional Rights and Responsibilities Committee has not been established, then with the LLEA.) Within five (5) school days of the receipt of the grievance, the PR & R Committee (or LLEA) shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, the grievance shall be dropped. If the committee decides there is a legitimate grievance, it shall immediately process a claim with the superintendent of schools. Within ten (10) school days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. The teacher shall appeal within ten (10) school days after receiving said answer to the school board or the grievance shall be considered abandoned.

Level Three (3) - In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two (2), he may refer the grievance through the PR & R Committee (or LLEA) to the Board of Education. Within thirty (30) days of receipt of the grievance, the Board shall render a decision. The teacher is entitled to a hearing with the Board at this level. The teacher shall appeal within ten (10) school days after receiving said answer from the Board or the grievance shall be considered to be abandoned.

Level Four (4) - Individual teachers shall not have the right to process a grievance at Level Four (4).

1. If the Association is not satisfied with the disposition of the grievance at Level Three (3), it may within ten (10) school days after the decision of the Board notify the Board in writing of its intent to refer this matter to arbitration and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four (4) not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific Article and a section of this Agreement has been violated and shall

be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

The time limit provided in this Article shall be strictly observed but may be extended by written agreement of both the parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided; however, that any teacher may in no event, be represented by an officer, agent or other representative of any organization other than the Association.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential.
3. Decisions rendered at all Levels, other than Level One (1), shall be in writing and shall be promptly transmitted to all parties of interest.
4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
5. The termination of services or failure to re-employ a first or second year probationary teacher shall be subject to the grievance procedure; however, it is understood by the parties that the arbitrator's decision at Level Four (4) of the procedure shall not be binding but only advisory in nature and that the Board of Education shall have the final decision on the termination of services or failure to re-employ any first or second year probationary teacher.
6. The failure to rehire a third year probationary teacher shall not be subject to Level Four (4) of the grievance procedure but shall terminate with appeal to the Board of Education.

7. The termination of services or failure to re-employ any teacher to a position in the extra-curricular schedule shall not be subject to Level Four (4) of the grievance procedure but shall terminate with appeal to the Board of Education.

ARTICLE XIV

ILLNESS AND DISABILITY

- A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the teacher. At the beginning of each school year each teacher represented by the Association will be credited with the unused sick leave reserve accumulated by him/her in prior years and each first year teacher will be credited with five (5) sick leave days. Additional sick leave will be credited to his/her account at the rate of one (1) day for each calendar month in which he/she teaches in the system, subject to a maximum of twelve (12) days per year. The teacher may use all or part of his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy. The teacher shall provide the Board with doctor verification if said leave exceeds fifteen (15) days and will provide similar verification upon request thereafter.

A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of his illness, will be reimbursed at the end of the school year for such loss as his sick leave allowance accumulates; subject to the limitation that the right to such reimbursement terminates at the close of each school year.

If a first year teacher fails to earn the five (5) sick leave days credited to him/her in the aforesaid contractual provision and uses the credited sick leave days before he/she has earned the same and does not continue with his/her employment in the District, said teacher shall be obligated to reimburse the School District for all or that portion of the used sick leave days that have not been earned.

- B. A teacher sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll to the extent of his/her sick leave reserve; provided, that where he/she receives income under the Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary or wage for as long as he/she has accumulated sick leave. Such leave accumulated shall diminish proportionately to the salary supplement provided by the Board.
- C. Each teacher shall be entitled to a sick leave accumulation of the unused yearly portion but not to exceed one hundred seventy (170) days.

- D. Upon request, each teacher absent for five (5) consecutive working days agrees to present a certificate from his personal physician testifying to the satisfactory condition of his health. The Board may, at its expense, require an examination by an independent physician.
- E. The Board may request a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense. If the teacher desires, he may submit the request for study and recommendation by a four (4) person committee, two (2) members of which shall be appointed by the Board and two (2) by the Lake Linden Education Association. The committee will review the problem and submit an advisory recommendation, but the ultimate decision is reserved to the Board.
- F. Teachers employed on a part-time basis or for part of the school year will only be granted a sick leave allowance proportionate to the time employed.
- G. Teachers whose service to the system has been terminated for any period beyond an approved leave shall forfeit any accumulation under this Article.
- H. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence for up to the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.
- I. The teacher agrees to notify the Board's representative of his intention to be absent from school as early as possible, and not later than 7:00 a.m., if known.
- J. Any teacher who, by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.
- K. If the teaching staff is not required to work because of inclement weather the bargaining unit member shall not be charged for that day.
- L. A teacher may use five (5) of the twelve (12) sick days for illness of spouse, children and parents of employee or spouse and legal dependents of immediate household. The

Superintendent may grant additional days depending on the circumstances.*

*The above leave would be limited to twelve (12) days per year, except in unusual circumstances, and would be chargeable to a teacher's accumulated sick leave. The Superintendent, upon request, may require a statement from the attending physician to indicate the serious nature of the illness or injury. This also includes dental appointments for children which are of an emergency nature.

- M. A sick leave bank may be established by bargaining unit members from their own accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of sixty-four (64) days. The pool shall be created by a one (1) day per year contribution to the bank from each employee until the maximum deposit of sixty-four (64) days is achieved. The bank will be administered by a committee comprised of two teachers and two board members or its designees. No sick days will be loaned out unless all sick and personal days of the requesting employee are depleted. Application for bank days must be submitted in written form, the committee can then grant no more than five (5) days at a time. The sick bank committee will adopt rules regarding the use of these days from time to time. If the total bank deposit falls twenty-four (24) days below the sixty-four (64) day maximum, one sick day shall be required of each member, each year, until the bank is restored to the sixty-four (64) day limit. Employees returning will replenish the days used as soon as possible; death or forced retirement will result in forgiveness of these days. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes. Annual reports on the status of this sick leave pool, including a number of days remaining, will be a mutual duty assigned to the Union and the Employer.

In the event of catastrophic illness or unusual demand on the sick leave bank, the Employer agrees to enter into discussions with the Union to review ways and means of addressing the maximum number of days available or on deposit.

ARTICLE XV

PERSONAL LEAVE

- A. Each teacher shall be entitled to a personal leave of two (2) days per year for the purpose of meeting family obligations, legal commitments and religious obligations.* This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or after school hours. Personal leave shall not be used to extend school holidays.

*Application Form attached to Contract.

A bargaining unit member shall be given the option of using one-half (1/2) of a personal business day and will be charged for only one-half (1/2) a day. If the teaching staff is not called in because of a snow day that bargaining unit member shall not be charged for that day.

The above provision entitling a teacher to personal leave does not apply during the first week of school, during the week of examinations at the end of the first semester and during the last seven (7) school days of the year unless an emergency exists and the emergency is made known and carefully explained to the Board. In the event a difference of opinion exists as to the extent and seriousness of the emergency, there will be named a committee of two (2) persons from the Association and two (2) representing the Board who will meet to assist in making the determination.

Any unused paid leave days are to be credited to accumulated sick leave at the end of the school year.

- B. In general, not more than three (3) days' leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the teacher's spouse or children. Immediate family shall include the teacher's spouse, children, grandchildren, or foster children, parents, parents-in-law, brothers, sisters, grandparents, or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board.
- C. The provisions of this policy do not apply to persons employed less than one-half (1/2) of each day. Teachers employed on a half-time (1/2) basis are entitled to one-half (1/2) the benefits provided for full-time teachers.

- D. Nothing contained herein shall deny to the superintendent the right to grant leave upon request with loss of pay.
- E. Any teacher who, by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.
- F. **Association Days** - The Board shall credit the Association with five (5) teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops, or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof. The Board shall grant an additional three (3) days for Association business when requested and the Association shall reimburse the school system the equivalent of a substitute at the substitute's daily rate for each of the three additional days used. It is agreed that no more than two (2) teachers may be absent on any one (1) day for Association business. It is further agreed that the teacher will notify the Superintendent at least five (5) school days in advance of taking such leave and that said teacher shall be obligated to submit a comprehensive lesson plan for the substitute teacher two (2) school days before the leave is taken.
- G. 1. **Childcare Leave** - A leave of absence shall be granted to any teacher for the purpose of child care or adoption. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave except in cases of extreme emergency and shall include a statement of the exact date on which the teacher wishes to terminate teaching.

A teacher's child care leave granted during the school's first semester will be effective to the following September. A child care leave granted during the second semester will be for the remainder of that semester and for the entire following school year.

A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least ninety (90) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave. The Board shall not be required to return the teacher on leave to employment except at the beginning of the semester. The reinstatement shall be to the teacher's former position. If a teacher does not comply with the above conditions, the right to such a

leave and/or the right to return, may be denied by the Board.

In the event of a miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the teacher with at least 30 calendar days notice before the beginning of any semester.

The granting of such leave will in no way interrupt seniority and rights attendant thereto.

2. Pregnancy Leave - A pregnant teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require a doctor's statement(s) to this effect. Intent of return to duty will be submitted to the Board prior to delivery and a definite date of return to duty established two (2) weeks after delivery. The reinstatement shall be to the teacher's former position. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teacher.

H. Sabbatical Leave - Teachers who have been employed for seven (7) continuous years in this School District may be granted sabbatical leave subject to the following provisions:

1. The teacher must obtain the approval of the Superintendent.
2. Not more than one (1) member of the staff will be absent at one time.
3. Application for this leave must be in writing and received by the Superintendent no later than March 1 of the school year preceding the year for which leave is requested.
4. The grantee will agree to return to the employment of the Lake Linden-Hubbell Public Schools for two (2) full years.
5. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority, status and pay. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the Salary Schedule set forth in this Agreement and for applying a credit toward retirement.

I. Other Leaves - Following two (2) years of employment, a teacher may request, and upon approval of the Board, may be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for:

1. Serving in any elected or appointed position; public or Union.
2. Prolonged illness in immediate family.
3. Educational leave.
4. Military leave.
5. Work experience leave.
6. Other.

Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave. Upon return from leave, the teacher shall be returned to the position held at the time the leave of absence was granted, or one of a like nature, if a position is available.

ARTICLE XVI

ELIGIBILITY

All aspects of this Agreement have application only to the certified teaching employees described in the recognition clause who are employees of the Lake Linden-Hubbell School District. No members of the Copper Country Education Association who are teaching employees of other school districts are eligible for benefits under the terms and conditions of this Agreement.

ARTICLE XVII

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XVIII

PART-TIME TEACHERS

- A. Part-time teachers* are teachers who are hired for less than a full teacher day. (A full-time teacher on the secondary level consists of six (6) assigned duty periods and one (1) preparation and consultation period. A full-time teacher on the elementary level consists of approximately seven (7) hours including preparation and consultation time at the beginning and end of the teacher day and other times throughout the day when the students are not present.)
- B. Part-time teachers* shall be compensated according to the number of assigned duty hours scheduled plus a proportionate amount of preparation and consultation time. Any changes in this policy are negotiable.
- C. Part-time teachers* may upon request participate in all insurance programs established in the District; it being understood that the District will pay that percentage rate of the cost of the program as is equivalent to the percentage of the contract day that the teacher is scheduled for work.
- D. A teacher working on a daily substitute basis for the same teaching assignment shall be paid as follows:
 - 1. Said teacher shall be paid the substitute rate of pay of \$55.00 for the first thirty (30) days of consecutive work in the same assignment.
 - 2. Said teacher shall be paid at the rate of \$57.50 per day for those consecutive days worked in the same assignment from the 31st day to the 60th day.
 - 3. Said teacher shall be paid full compensation for any consecutive days worked in the same assignment that exceeds sixty (60) days.

*Said provisions do not apply to substitute teachers.

ARTICLE XIX

INSURANCE PROVISIONS

- A. The Board agrees to provide without cost to each teacher and his/her eligible dependents, upon submission of a written application, MESSA Super Care I Health Insurance for the Duration of the contract which terminates June 30, 1992.

The Board further agrees that the standard deductible for Major Medical coverage shall be annually paid by the Board upon presentation of a statement, bill, etc. for the covered medical service.

The Board also agrees to reimburse bargaining unit members the difference in the prescription drug co-pay charge, but not to exceed Two (\$2.00) Dollars, upon presentment to the School Business Office of an appropriate receipt. Said payments shall be processed on a schedule established by the Board but not less frequently than quarterly; however, if the total receipts amount to \$50.00 or more the receipts may be presented for immediate reimbursement.

The Board shall maintain teacher confidentiality with regard to any medical service or prescription drug reimbursement.

- B. Upon written application the Board will provide without cost to the employee Set Dental Plan II (80, 80, 80 to \$1,500 max. with incentive plan) for 1990-92 including internal and external coordination benefits for each employee and their eligible dependents.
- C. The Board shall provide without cost to the Employees VSP-3+ Vision Care to all eligible employees and their eligible dependents.
- D. Bargaining unit members not electing health insurance will receive the single member subsidy amount to be applied towards the MESSA non-taxable fixed options as determined by the Association and the remainder toward the MESSA non-taxable variable options (Limit employer paid \$50,000 term life on the bargaining unit member and \$2,500/1,250 term life on dependents) and/or MESSA's/MEA sponsored tax-deferred annuity or any other annuity program as determined by the Association. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups. It shall be the responsibility of the district to notify each teacher electing the single subscriber option of an increase in rates. The teacher shall then notify the district of his or her choice for the option amount.

ARTICLE XX

EARLY RETIREMENT INCENTIVE

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Lake Linden-Hubbell Board of Education.
- B. Teachers retiring prior to the retirement age of sixty-five (65) will be eligible for the following benefit:

A lump sum payment of Six Thousand (\$6,000.00) Dollars.

This retirement incentive is contingent upon a person retiring at the end of the first school year in which he/she has reached the age of fifty-five (55), or as soon thereafter as he/she has acquired thirty (30) years for retirement in the Michigan Public School Employees Retirement System; or have reached age sixty (60) and have accumulated at least ten (10) years in the Lake Linden-Hubbell Public Schools.

Should the teacher not take this retirement incentive the year they are eligible, they will forfeit One Thousand Two Hundred (\$1,200.00) Dollars of retirement incentive for each year they delay retirement.

Example: Someone who is eligible in June, 1989 to retire, but delayed retirement until June, 1994 would get zero (0) incentive;

If they retired June, 1992 they would receive Two Thousand Four Hundred (\$2,400.00) Dollars;

Retirements at mid-year would forfeit only Six Hundred (\$600.00) Dollars.

- C.
 - 1. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board or any insurance company are not eligible to qualify for benefits under this plan.
 - 2. Persons dismissed through tenure proceedings are not eligible to qualify for benefits under this plan.
- D. Written notification of intent to retire must be given to the superintendent at least three (3) months prior to the retirement date intended.

- E. You must be employed by the Lake Linden-Hubbell Board of Education on the last working day prior to date of retirement or on normal sick leave or on Administration approved leave.
- F. The provisions of this Article shall remain unchanged until June 30, 1993.

ARTICLE XXI

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of September 1, 1992, and will continue and remain in full force and effect until August 31, 1993.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 1992.

LAKE LINDEN-HUBBELL BOARD OF EDUCATION

By: _____

LAKE LINDEN-HUBBELL EDUCATION ASSOCIATION
A Branch of the Copper Country Education Association

By: _____

APPENDIX A

SALARY SCHEDULE

1992-93

<u>STEPS</u>	<u>%FACTOR</u>	<u>B.A.</u>	<u>B.A.+CERT.</u>	<u>M.A.</u>	<u>PHD DOUBLE MASTERS ED. SPEC.</u>
1		\$21,026	\$22,308	\$22,971	\$23,943
2		21,657	22,658	23,660	24,661
3		22,288	23,319	24,347	25,379
4		23,128	24,198	25,267	26,337
5		24,180	25,297	26,416	27,535
6		25,231	26,398	27,564	28,732
7		26,283	27,498	28,713	29,928
8		27,334	28,597	29,862	31,126
9		28,385	29,698	31,011	32,322
10		29,436	30,796	32,158	33,520
11		30,488	31,898	33,307	34,718
12		31,960	33,437	34,916	36,394
13		34,167	35,748	37,327	38,908

Salary Options

Each Bargaining Unit Member shall have the right to select one of the following options for the method of receiving their contract salary.

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

Option B - Contract salary to be divided into twenty-one (21) equal installments to be made at fourteen (14) day intervals to coincide with those paydays established in Option A.

Option C - Any Bargaining Unit Member selecting Option A may receive all contract salary due for the remainder of the year on the last day of the regular school year.

Longevity

Longevity shall be premised upon actual teaching experience in the Lake Linden-Hubbell School District. In order to qualify for the first step of longevity a teacher shall be in his or her 16th year of teaching in the District.

During the 15th year, 3.25% of the top of the track of said teachers' Salary Schedule.

During the 19th year, 4% of the top of the track of said teachers' Salary Schedule.

During the 23rd year, 5% of the top of the track of said teachers' Salary Schedule, effective with the 1990-91 school year.

APPENDIX B-1

EXTRA DUTY COMPENSATION

1992 - 1993

(13%) F.B./Hockey/B.B.- <u>Boys & Girls Varsity</u>	(9.5%) Assist. & J.V. B.B., F.B., Hockey & <u>Varsity Track</u>	(7%) F.B./Hockey/ Jr. Hi. B.B. <u>(Girls/Boys) Track</u>	(6.5%) Asst. <u>Track</u>
---	--	---	---------------------------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

(13%) <u>Volleyball</u>	(6%) <u>Volleyball Assist.</u>	(6%) <u>Jr. Hi. Track</u>	(12%) <u>Band</u>
----------------------------	-----------------------------------	------------------------------	----------------------

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Coaches involved in preschool football and girls' basketball shall be compensated by One Hundred Thirty (\$130.00) Dollars per week for two (2) sessions per day.

Coaches involved in any post season play beyond District competition shall receive the sum of One Hundred (\$100.00) Dollars for each week of post season play.

NOTE: Extra duty compensation shall be premised upon the designated percentage applicable to each activity.

Payment shall be further made on years of experience in activity in Jr. High, J.V. or Varsity programs and shall not exceed payment for more than nine (9) years of experience. Junior High experience, however, shall not be counted towards longevity in the J.V. or Varsity programs.

APPENDIX B-2

EXTRA DUTY COMPENSATION

1992 - 1993

Wherever percentages are used, it shall be computed by using the based or starting salary multiplied by the percentage indicated.

<u>DUTY</u>	<u>PERCENTAGE/RATE</u>
Basketball (5th & 6th Grades)	4.0 %
Approved Chaperoned Activity	.1 %
Prom Supervisor (In charge of prom & erection thereof)	2.0 %
Assistant Prom Supervisor (Will organize the prom)	1.0 %
Play Set Erection	.6 % per play
Play Director	2.25% per play
Yearbook Advisor	4.0 %
Forensics or High School Bowl	2.25%
Audio-Visual	1.75%
Cheerleading	5% 1st yr. 6% 2nd yr.
Student Council	2.5 %
National Honor Society	2.0 %
Elementary Chorus	2.5 %
Driver Education	\$12.50 per hour
Trainer	10.0%
Chaperon at basketball or football games away from home:	
1 - 12 miles (Calumet, Dollar Bay, Hancock, Houghton)	\$ 9
13 - 30 miles (Jeffers)	\$ 10
31 - 60 miles (Baraga, L'Anse)	\$ 13

61 - 90 miles (Ontonagon, White Pine, Bergland)	\$ 19
90 miles and over	\$ 25

Home Game Assistants:

(Supervisory other than Admin. or A.D.)	\$ 25	per activity
(Tickets)	\$ 17	
(Scorers, timers)	\$ 20	
Camp (If beyond school year)	\$225	

GRIEVANCE REPORT FORM (Continued)

Grievance # _____

STEP II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting
Sections B1 and 2 of Step I, attach an
additional sheet.

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

GRIEVANCE REPORT FORM (Continued)

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Aware of Arbitrator _____

Signature Date

NOTE: All provisions of Article ____ of the Agreement dated _____, 19____ WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX D

LEAVE REQUEST APPLICATION

NAME _____ DATE OF ABSENCE _____

Check the appropriate line: No. of Hours

_____ Personal illness _____

_____ Illness in the immediate family _____

_____ Doctor/Dentist/Oculist _____

_____ Death in immediate family _____

_____ Funeral of relative _____

_____ Personal leave _____

(Circle One) Family Business _____
 Legal Business _____
 Religious Business _____

_____ Personal leave/comp _____

_____ Jury/witness _____

_____ Job related conference/meeting _____

_____ Vacation _____

Employee Signature Date

Supervisor/Principal Signature Date

District Administrator Signature Date

Leave requests should be made in advance with the District Administrator and returned to your immediate supervisor for approval. Supervisor and administrator signatures indicate that the leave request was approved.

SCHOOL CALENDAR

1992-93

School Begins	August 31
Optional In-Service Day	October 9
Thanksgiving Recess	November 25 at noon, 26 and 27
Christmas Recess	December 23 - January 2
Teacher Records Day	January 22
Spring Recess	April 9 - April 18
Memorial Day	May 31
Last Day for Students	June 4
Teacher Records Day	June 7

There shall be one unscheduled teacher work day before the start of the School year.