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No Review

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

AGREEMENT

between the

BESSEMER BOARD OF EDUCATION

and the

BESSEMER EDUCATION ASSOCIATION

Bessemer Board of Educ.

MEA
1216 Candale
E. Lansing, Mich.
48823

- 2. Yes
- 3. Duration: June 7, 1968
- 4. No
- 5. No

This Agreement entered into this 5th. day of September, 1967 by
and between the Board of Education of the Bessemer Public Schools, Bessemer,
Michigan, hereinafter called the "Board", and the Bessemer Education Association,
hereinafter called the "Association."

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ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for a unit consisting of all certificated teaching personnel, but excluding the superintendent, assistant superintendents, principals, and assistant principals. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement will refer to all employees in the above unit, and references to male teachers will include female teachers.

ARTICLE II

Professional Negotiations

A. The Board agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

C. During negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. As of the time such information is made available to the Board, the Board will provide the Association with documents relating to budgetary proposals, requirements and allocations which are presented at any regular meeting of the full Board or to any other governmental body. The Board will make available to the Association for inspection all pertinent records of the Bessemer School System at the written request of the Association which request shall specify the records desired. Such records will be made available at the offices of the Board and will not be removed from the Board's offices. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

D. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

ARTICLE III

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement.
2. The term "teacher" may include any individual or group of teachers who are certificated and who are members of the bargaining unit.
3. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.
5. In the event a grievance is filed on or after the first day of June, the term "days" in reference to the time limits set forth, shall mean calendar days.

Changed

B. Purpose

The primary purpose of the procedure set forth in this Section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Structure

1. There shall be at least one but not more than three Association Representatives for each school building, to be selected in a manner determined by the Association, who will serve on the Association's Committee on Professional Rights and Responsibilities, hereinafter referred to as the P. R. and R. Committee.
2. In the event any member of the PR&R Committee is a party of interest to any grievance brought, he shall be disqualified to serve on the Committee and shall be replaced by the Association until adjudication of the grievance.
3. The building principal shall be the administrative representative when the particular grievance arises in one building.

Changed

D. Procedure

1. Level One

A teacher with a grievance will first discuss it with his principal, either directly or through the Association's School Representative, with the objective of resolving the matter informally. The principal shall make his decision known within three days.

2. Level Two

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with any member of the Association's P. R. & R. Committee within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Chairman or the member with whom the grievance was filed will refer it to the Superintendent of Schools.

(b) The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person in an effort to resolve it.

(c) If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, the grievance will be considered as waived.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Board. Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that it arises from the language of this Agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Bessemer school system, it may by written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.
- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The arbitrator so selected will confer with representatives of the Board and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.
- (d) The costs for the services of the arbitration, including per diem expenses if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.

E. Rights of Representation

Any party in interest may be represented at all meetings and hearings at all steps and stages 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. Provided further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

F. Miscellaneous

1. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committees, or any other participants in the procedure set forth herein by reason of such participation.
2. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article.
 - (a) The termination of services or failure to re-employ any probationary teacher.
 - (b) The placing of a non tenure teacher on a third year of probation.
 - (c) Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of Michigan,) as amended.
3. If any teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under this Article.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein.
6. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in any phase of the grievance procedure.

Changed

ARTICLE IV

Rights of Teachers

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or coerce or deprive any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reasons of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint of proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association, or any committee thereof, shall have the right to use the school buildings and facilities without charge for professional meetings after the close of the school day during such times when a janitor is on duty. At no time shall the meetings extend beyond 10:30 P.M. Room clearance shall be made with the principal at least one day in advance.
- C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off the school premises.
- D. The teachers' mail boxes and the bulletin board in the principal's office shall be made available to the Association and its members for the purpose of displaying notices and distributing teacher organization material.
- E. The Board agrees to deduct from the salaries of the teachers the dues for the Association, the Michigan Education Association, and the National Educational Association when voluntarily authorized in writing by each teacher desirous of having his dues deducted. Authorization forms when duly executed shall be filed with the superintendent. All deductions shall be made in equal or nearly equal installments from the first five paydays after the opening of school in the fall.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the General Michigan School Laws.

*Ref'd
and
financial
information*

ARTICLE V

Rights of the Board

- A. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the assignment of the professional staff are vested exclusively in the Board or in the superintendent and/or principal when so delegated by the Board.
- B. The authority to adopt all parts of the annual budget of the School District shall remain exclusively with the Board and during the term of this Agreement shall not be the subject of mandatory negotiation with the Association, nor subject to any proceedings under the grievance procedure.
- C. Membership in the Association shall not be required as a condition of employment of any teacher with the Board.
- D. The Board reserves the right to require health and tuberculosis examinations.
 1. All new teachers shall be required to file with the Board certification of satisfactory health signed by a competent physician of the teachers own choice at the teachers expense.
 2. All teachers shall have an annual chest X-ray or Mantoux test for tuberculosis. Positive reactors to the Mantoux test shall be required to have a chest X-ray each year at the teachers expense.

ARTICLE VI

Professional Compensation

- A. The salaries of teachers covered by this Agreement, as set forth in Appendix A which is attached hereto and made a part hereof, are based on a normal weekly teaching load.
- B. For extra work, not set forth in Appendix A and which the teacher voluntarily elects to perform, additional compensation at a rate of \$3.00 per hour will be paid.

ARTICLE VII

Teaching Hours

- A. The regular teachers' work day will begin at 8:00 A.M. and end at 4:00 P.M.
- B. The Board agrees that the teachers work year for the 1967-68 school year will not exceed 38 weeks but must comply with the state law requiring a minimum of 180 days in session.
- C. Teachers may be required to remain after school, without additional compensation, for up to forty minutes on each of two days each month to attend meetings called by the superintendent or principal.

- D. All teachers shall be entitled to a duty free uninterrupted lunch period equivalent to the regular student lunch period but not to exceed one hour.
- E. It is the responsibility of each teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes participation, attendance, and being ready to offer their services to promote the success of the school activity.
 - 1. Such activities shall include:
 - a. Track meets
 - b. Junior High School Spring Party

ARTICLE VIII

Leaves of Absence

- A. Teachers shall be entitled to ten days sick leave, with full pay, each school year for personal illness or injury, or critical illness in the immediate family. The immediate family shall be considered to include husband, wife, son, daughter, father, mother, sister, brother, and any relative living in the teacher's household.
- B. Sick leave, up to five (5) days of the allowed ten (10) days per year, may be utilized for death in the immediate family or death of grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew. Further death leave may be granted at the discretion of the superintendent.
- C. Each teacher shall be entitled to an accumulation for the unused portion of each year's leave up to a maximum of 100 days, exclusive of the 10 days of the current year.
- D. Each teacher shall be entitled to one day leave, with full pay, for legal, business, household or family matters which requires absence during school hours, such leave to be included in the ten days sick leave.
- E. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations except when authorized by the superintendent in advance.
- F. Any teacher who is absent because of injury or disease compensable under the Michigan Workmens Compensation law shall receive from the Board the difference between the Workmens Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up the sick leave provided herein.

ARTICLE IX

Assignments and Transfers

- A. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study, except on a temporary basis and in emergency situations. Whenever possible, teaching assignments will be made according to the recommended standards set by the accrediting agency.
- B. Teachers who will be affected by a change in grade assignments in the elementary grades and by changes in subject assignments in the secondary grades will be notified and consulted by the principal as soon as practicable. Such changes will be voluntary to the extent possible.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel.
- D. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to make every effort to keep the class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interests of the District as deemed administratively feasible.

ARTICLE X

Health Insurance

- A. The Board agrees to provide, without cost to the teacher, Michigan Blue Cross-Blue Shield semi private Comprehensive Hospital Coverage with "D" rider and Employment Benefit Certificate M75 with "M" rider, and Family Continuation with "F" rider.

ARTICLE XI

Strikes and Sanctions

- A. During the term of this Agreement, neither the Association or any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in any strike (ie. the concerted failure to report for duty or wilful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teachers duties of employment) for any purpose whatsoever.
- B. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

- C. It is expressly understood that Section B of this Article will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional agreements.
- D. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or imposition of discipline or penalties.
- E. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XII

Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIII

Duration of Agreement

This Agreement shall be effective as of September 5, 1967 and shall continue in effect until June 7, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
President

By _____
Secretary

EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

APPENDIX A
Salary Schedule - 1967-68

<u>Years of Experience</u>	<u>3 Years College Training</u>	<u>Bachelors Degree</u>	<u>Masters Degree</u>
0	5200	5500	5800
1	5360	5660	5960
2	5520	5820	6120
3	5680	5980	6280
4	5840	6140	6440
5	6000	6300	6600
6	6160	6460	6760
7	6320	6620	6920
8	6480	6780	7080
9	6640	6940	7240
10	6800	7100	7400
11	6960	7260	7560
12			7720
13			7880

EXTRAS

\$600	Head coach of football or basketball
\$400	Counselor
\$300	Band (after school and evening work)
\$200	Football prior to the opening of school
\$200	Athletic Director
\$300	Track coach
\$300	Freshman or junior varsity football or basketball coach
\$150	Debate coach
\$150	Speech coach
\$150	Senior high school yearbook advisor
\$125	Sponsor of Thespian Club
\$100	Direct senior or junior high school play
\$100	Band prior to the opening of school
\$100	Senior high school paper
\$100	Car allowance
\$100	Senior class advisor
\$ 75	Junior high school paper
\$ 50	Junior class advisor
\$ 2	Per day for noon duty

7150
780

PROBATIONARY TEACHER CONTRACT

Appendix B

This Contract entered into this _____ day of _____, 19____, by and between the Board of Education of School District of Bessemer, County of Gogebic, State of Michigan (hereinafter termed the District), and _____ (hereinafter termed the Teacher).

WITNESSETH:

This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Bessemer Education Association.

The District agrees to hire the Teacher for the school year 19____ - 19____, commencing _____, 19____, and terminating _____, 19____, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.

The School District agrees that it will pay to said Teacher as compensation for the services rendered by him/her the sum of _____ dollars, payable according to one of the following plans which the Teacher may elect:

_____ Annual salary payable in 20 biweekly installments

_____ Annual salary payable in 26 biweekly installments

No teacher employed in an administrative capacity or extra duty assignment shall be granted tenure in such capacity, but shall be granted tenure only as a classroom teacher. Failure of the Board of Education of the School District to re-employ the teacher in such capacity shall not be deemed a demotion within the provisions of the Michigan laws relating to tenure.

The Teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.

Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).

The teacher is herewith retained on a probationary basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period to be of (one) (two) year (s) duration. Continuing Tenure is not herein afforded to the Teacher, but is specifically withheld pending satisfactory performance during the probationary period.

The Teacher agrees that this is a contract for personal service which may not be assigned or transferred by the Teacher.

Salary computation as follows:

Base salary -----		\$ _____
Experience increment _____ x _____		\$ _____
Extra Duty Assignment		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
Total Salary -----		\$ _____

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day
of _____, 19 ____.

In presence of:

School District of the City of Bessemer

President

Secretary

Teacher

TENURE TEACHER CONTRACT

Appendix B

This Contract entered into this _____ day of _____, 19 _____, by and between the Board of Education of School District of Bessemer, County of Gogebic, State of Michigan (hereinafter termed the District), and _____ (hereinafter termed the Teacher).

WITNESSETH:

This individual contract is made pursuant to and subject to the terms and conditions of a master contract between the District and the Bessemer Education Association.

The District agrees to hire the Teacher for the school year 19____ - 19 ____, commencing _____, 19 ____, and terminating _____, 19 ____, and the Teacher agrees to serve the District as a Teacher for said period and for such other duties as may be listed below together with the compensation listed therefor.

The School District agrees that it will pay to said Teacher as compensation for the services rendered by him/her the sum of _____ dollars, payable according to one of the following plans which the Teacher may elect:

- _____ Annual salary payable in 20 biweekly installments
- _____ Annual salary payable in 26 biweekly installments

No teacher employed in an administrative capacity or extra duty assignment shall be granted tenure in such capacity, but shall be granted tenure only as a classroom teacher. Failure of the Board of Education of the School District to re-employ the teacher in such capacity shall not be deemed a demotion within the provisions of the Michigan laws relating to tenure.

The Teacher represents that he holds all certificates and other qualifications required by law for a teacher of the District.

Both parties agree to obey the provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended) and the Public Employees Negotiation Act (Public Act 379 of 1965).

The Teacher agrees that this is a contract for personal service which may not be assigned or transferred by the Teacher.

Salary computation as follows:

Base salary -----		\$	_____
Experience increment _____ x _____		\$	_____
Extra Duty Assignment		\$	_____
_____		\$	_____
_____		\$	_____
_____		\$	_____
_____		\$	_____
_____		\$	_____
_____		\$	_____
Total Salary -----		\$	_____

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____
day of _____, 19 ____.

In presence of:

School District of the City of Bessemer

President

Secretary

Teacher