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AGREEMENT

between the

BESSEMER TOWNSHIP BOARD OF EDUCATION

and the

BESSEMER TOWNSHIP CHAPTER OF THE MICHIGAN EDUCATION ASSOCIATION

COVERING THE PERIOD

from

September 5, 1966

to

June 9, 1967

Bessemer Township Board of Education

MEA
1216 Kendall
East Lansing, Mich.
48823

THIS AGREEMENT IS MADE AND ENTERED INTO on
this 20th day of December, 1966, by and between the
Bessemer Township Board of Education, Ramsay,
Michigan, (hereinafter referred to as the "Board"),
and the Bessemer Township Chapter of the Michigan
Education Association, (hereinafter referred to as
the "Association").

THE PROVISIONS OF THIS AGREEMENT will be effective
as of September 5, 1966, and will continue and remain
in full force and effect until June 9, 1967.

IN WITNESS WHEREOF, the parties hereunto set their
hands and seals this twentieth day of December, 1966.

BESSEMER TOWNSHIP CHAPTER
OF THE MICHIGAN EDUCATION
ASSOCIATION

BESSEMER TOWNSHIP BOARD
OF EDUCATION

BY _____
PRESIDENT

BY _____
PRESIDENT

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in section II of Act 379, the Public Acts of 1965, for a unit consisting of all certificated personnel, but excluding the superintendent. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement will refer to all employees in the above unit, and reference to male teachers will include female teachers.
- B. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the school and the direction of the professional staff are vested exclusively in the Board or in the superintendent when so delegated by the Board.

ARTICLE II

PROFESSIONAL NEGOTIATIONS

- A. 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 this agreement.
- B. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunto by committee, individual member or designated representative.

ARTICLE III

TEACHER RIGHTS

- 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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce 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 other conditions of employment by reason 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 or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE IV

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

ARTICLE V

TEACHING HOURS

- A. Teacher hours for all certificated personnel of the District shall be as follows:
1. All teachers shall check into the building at 8 A.M.
 2. All teachers shall be at their assigned place of duty at 8:15 A.M.
 3. All teachers shall not leave the building before 3:45 P.M.
- B. All teachers will have a duty free lunch period of not less than 45 minutes. Said lunch period to be designated for each teacher by the superintendent.

ARTICLE VI

TEACHING CONDITIONS

- A. The parties recognize the availability of optimum school facilities for both students and teachers is desirable to ensure the high quality of education that is the goal of both Teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized for teaching. To this end extraneous clerical duties shall consist of lunch program supervision and control for their class only.
- B. The Board shall make available adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

ARTICLE VII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the District, and other relevant factors.

ARTICLE VIII

ABSENCE FROM DUTY

Leaves of absence for short duration shall be granted for the following reasons: Leaves of short illness or bereavement, illness of long duration, professional work, and emergency.

A. Definition

1. "Sick Leave" is defined to mean the absence of any salaried employee from his or her duty because of personal disability due to illness, injury, or quarantine; also death or serious illness in the immediate family.
2. "Employee" shall be used to refer to anyone employed by the Bessemer Township Board of Education on a salary basis.
3. "Immediate Family" shall be defined to mean husband, wife, children, father, mother, sisters, brothers, and in-laws regardless of residence. It may also be construed to mean any other relative or non-relative member of the family unit living in the same household, no matter what degree of relationship.
4. "In-laws" shall be defined to mean father, mother, sisters, and brothers of husband or wife of the employee, also husband or wife of brothers and sisters.

B. Sick Leave

Employees of the District are entitled to leave of absence on account of personal illness or injury, quarantine, and death or serious illness in the family with the following provisions for time and salary payments.

1. Full salary will be paid for six days sick leave for each of the first five years of service. Thereafter ten days sick leave per year will be granted until such time when the employee terminates his or her services to the school district. All unused sick leave is to accumulate to the maximum of eighty days. If cumulative reserve is used in any one year an additional forty days will be granted at one-half the employees daily wage. This forty days at one-half time can be used only ~~once~~ once in any five year period. Sick leave for part-time employees shall be proportionate to the time served.
2. Injury: An employee sustaining injury in the course of Board of Education employment shall be eligible for sick leave benefits; provided, that when he or she received income under the Workmen's Compensation Act, such income shall be supplemented by the Board with a amount sufficient to maintain his or her regular salary for a period not to exceed the cumulative reserve. No deduction from the cumulative reserve.
3. Quarantine: An employee who fails to render assigned service due to a legally established quarantine which he or she took reasonable precautions to avoid shall be entitled to the same leave as though he or she were personally ill.

4. Death in the Family: Absence without loss of salary shall be allowed for a period not to exceed three days upon death of a member of the immediate family. Said time not to be charged to the cumulative reserve. Any reasonable additional time required is to be charged to the cumulative reserve.

5. Illness in the Family: Absence without loss of salary shall be allowed for a period of five days upon emergency or serious illness of a member of the immediate family, where no other arrangements are possible. Such time to be charged to the cumulative reserve.

C. Professional Leave: Brief leaves of absence will be granted any employee with full pay for professional and civic purposes. Such leaves not to be deducted from the cumulative reserve.

1. Leaves may be granted for attending educational meetings and as a delegate, officer, committee member, speaker or legislative agent of any local, state or National Education Association.

2. Leaves may be granted for answering court summons and serving on community sponsored projects.

3. Employees must make proper application to the superintendent for absence for above purposes.

4. Discretion of the superintendent is to determine length of time and validity of leaves not contained in above.

D. Leave of Absence: Extended leave of absence may be granted by the Board for professional study, sickness, convalescence or military duty.

1. Any employee may, upon proper application to the superintendent and approval of the Board, be granted an extended leave of absence.

2. Leaves of absence may be granted for one year at a time without pay and may be renewed at the discretion of the Board.

3. In cases of extended illness or convalescence leave, employees shall be required to have such health examination as may be required by the Board before reinstatement. (3-11-53)

E. Clarification of Sick Leave Policy (1-14-55)

1. Change first sentence under (a) "Administrative Rules" to read: "All sick leave benefits for (5) days or less must be claimed immediately after the period of disability by properly executing a form approved by the superintendent and filed with the principal."

2. A new employee who has a contract but who becomes ill before service can be rendered will not be eligible for sick leave.

3. Any employee who has rendered previous service and has a contract but becomes ill before the school year begins so that service cannot be rendered may be eligible for sick leave benefits and may elect one of the following options:

- a. Use accumulated sick leave as provided in the policy except no sick leave benefits will be granted for the current year until service is rendered.
- b. Take leave of absence as provided in the policy. Change of option can only be made during the period of illness. When service begins option choice can no longer be changed.

F. Resolution adopted (5-14-56)

BE IT RESOLVED, that the teaching personnel of the Bessemer Township Chapter of the Michigan Education Association is grateful to the Bessemer Township Board of Education for our present sick leave policy as adopted by said Board, and we urge said Board through the Superintendent to have all eligible personnel adhere strictly to said policy.

BE IT FURTHER RESOLVED, that a list be made of all eligible personnel showing sick leave used, purpose for which it was used, and the accumulated amount of leave from July 1, of one year to July 1, of the succeeding year. Said list to be presented kwn to the continuing sick leave committee.

G. Clarification of Sick Leave Policy (4-11-58)

1. No sick leave is charged for a holiday
2. Sick leave is charged for days school is closed (Act of God) if teacher is absent the day before or the day after such a day. County Institutes and Teacher's conventions are counted as regular days.
3. No one-half days allowance will be given where additional illness occurs if all regular full time sick leave has been previously used in any year, even though the forty days at one-half time have not been used.
4. When a teacher is eligible for additional full time leave, he or she is also eligible for the balance left of unused one-half time allowance under the above conditions up to the maximum of 40 days in each five year period.

H. Retirement

1. Retirement age shall be computed as of September first. The retirement age shall be 65 for all employees.
2. A certificated employee who reaches the established retirement age during the school year shall be permitted to complete that school year.

I. Administration of the Sick Leave Policy

1. The Superintendent shall have full authority for the administration of the sick leave policy. Any absenteeism not included in this policy is left to the discretion of the Superintendent.

ARTICLE IX

GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, Policy of the Board, or any other provision of law relating to wages, hours or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purposes the superintendent. All grievances must be reported ~~xxx~~ to the superintendent within 24 hours of the violation.
- B. Within 10 days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the grievance shall be denied by the superintendent, the grievance shall be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within 10 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate 3 or more of its members to hold a hearing or otherwise investigate the grievance. Final determination of the grievance shall be made by the Board no later than 20 days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to voluntary arbitration before a three member mediation panel; one chosen by the Board, one by the Association, the third by these two members. If no agreement is reached in the selection of the panel, or no final determination made of the grievance, final arbitration will be made through the Michigan Labor Mediation Board.
- E. If any teacher for whom a grievance is sustained shall be found to be unjustly discharged, he shall be reinstated with full reimbursement of all compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. The administration will be responsible for arrangements for teacher substitutes, but in all cases the discretion of the superintendent shall prevail.
- B. This Agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered, as a separate entity, part of the established policies of the Board.

BESSEMER TOWNSHIP SCHOOL DISTRICT
SALARY SCHEDULE ADOPTED SEPTEMBER 16, 1966

SCHEDULE A

YEARS OF EXPERIENCE	TRAINING	
	B.A. or B.S. 120 hours	M.A. or M.S. 150 hours
0	5200	5500
10	6590	6890

1. Four year degree and five year degree increments shall be 10 at \$139 for each year.
2. Non-degree teachers shall receive an increase of \$540.
3. Substitute teachers - Non-degree - \$14.00 per day
- Degree - \$16.00 per day
4. Assistant Principal - \$100 above the salary schedule
5. Athletic Director & Coach - \$400.00 above the salary schedule
6. Assistant Coach - \$200.00 above the salary schedule
7. An employee of the Bessemer Township School District who has reached the age of 60 and has 10 years of continuous service in the District, upon declaration to retire, will receive \$200 additional salary for that year only. Part time employees will receive a pro-rated compensation.
8. Beyond the four year degree there will be no increment for the first ten semester hours of graduate credit. All graduate credit beyond ten semester hours will be compensated by \$15 for each graduate credit earned toward a Master's degree for a total of \$300 when the Masters degree is earned.