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OFFICE OF
PROFESSIONAL NEGOTIATIONS

AGREEMENT

between the

BESSEMER TOWNSHIP BOARD OF EDUCATION

and the

BESSEMER TOWNSHIP CHAPTER OF THE MICHIGAN EDUCATION ASSOCIATION

covering the period

from

JULY 1, 1968

TO

JUNE 30, 1969

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1216 Kendale
E. Lans., Mi
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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel and school teachers, whether under contract, on leave, on a por diem basis, employed or to be employed by the Board, excluding the superintendent, principal and business manager. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.
- C. 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 invested exclusively in the Board or in the superintendent when so delegated by the Board.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Nothing herein shall require any teacher to be a member of, or participate in the activities of any organization.
- B. The Association shall have the right to receive, upon written request, reports, and documents presented to the Board and other governmental agencies after such official presentation. The request for information from the Association shall list specifically what is requested and to what purpose it will be used. All requests to view school documents shall be made in writing and the records shall be viewed only in their official place of deposit.
- C. The Association shall have the right to use the school building for meetings providing these meetings do not interfere with any scheduled activities of the school or community. Such use shall be requested on regular forms supplied by the District and must be approved by the superintendent in regard to room assignment and time of use.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards only. Said bulletin board to be located in the faculty lounge.
- E. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- F. Teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of

Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it may affect their efficiency and work as a teacher.

- G. The provisions of this Agreement and the wages and hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, and marital status.
- H. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- I. The Association shall be permitted the use of school facilities and equipment after the close of the school day when maintenance people are on duty. The Association shall pay the retail cost of all materials and supplies incident to such use.

ARTICLE III

RIGHTS OF THE BOARD

- A. Nothing contained herein shall be considered to deny or restrict the Board of its right, responsibilities, and authority under the Michigan general school laws or any other National, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

- A. Members of the Association shall sign and deliver to the office of the school district payroll deduction authorization forms which will include dues for the Michigan Education Association and the National Education Association only.
- B. Authorization for dues deductions must be on file in the school district office no later than September 15, 1968. Such authorization shall continue in effect from year to year unless revoked in writing between June 1, and September 1, of a given year.
- C. Deductions will be as follows: One-tenth of the dues shall be made from the second paycheck of September and every second paycheck thereafter ending in June each year.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A. Teacher hours for all certified 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. The normal weekly teaching load for the JHS will be 25 teaching periods, 5 unassigned preparation periods and 5 supervised study periods or equivalent.

- C. The normal daily teaching load for 1-2-3 grades will be from 8:45 A.M. to 11:15 A.M. and from 12:30 P.M. to 3:15 P.M. Every effort will be made to provide an average of 15 minutes free period in the morning and afternoon during every week.
- D. The normal daily teaching load for the 4-5-6 grades will be from 8:45 A.M. to 11:30 A.M. and from 12:30 P.M. to 3:30 P.M. Every effort will be made to provide an average of 15 minutes free period in the morning and afternoon during every week.
- E. The normal daily teaching load for the kindergarten shall be from 8:45 A.M. to 11:30 A.M. and from 12:30 P.M. to 3:30 P.M. Every effort will be made to provide an average of 15 minutes free period in the morning and afternoon during every week.
- F. Every teacher shall have a duty free lunch period of at least 45 minutes each day. Said lunch period to be designated by the superintendent.
- G. If attendance at any evening school sponsored function is demanded by the superintendent and is not voluntary, then the teacher shall be compensated at a rate of \$3 per hour and any fraction beyond that of one-fourth hour shall be counted as an hour. Teachers who direct or are an integral part of the after school activity will be in attendance without compensation.

ARTICLE VI

TEACHING CONDITIONS

- A. The parties recognize the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both teacher and 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 and 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.
- C. The parties recognize that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep 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 interest of the District as deemed administratively feasible.
- D. The Board will continue its efforts to keep the school properly equipped and maintained to the best of their ability.
- E. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition,

the board shall provide a teacher reference library, and include therein all texts which are reasonably requested by the teachers.

- F. Under no condition will a teacher be required to drive a school bus as part of his regular assignment.

ARTICLE VII

TEACHERS' ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates, or their major or minor field of study, and the Association shall be so notified in each instance.
- B. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly, and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, extra duties enumerated in schedules B, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.

ARTICLE VIII

VACANCIES PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments, to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class or position shall be made in writing, one copy of which shall be filed with the Association. The application shall set forth the reasons for the transfer, the grade and position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. Whenever any vacancy in any professional position in the District shall occur, the Board will 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 emergency and on a temporary basis, until such vacancy shall have been posted for at least fifteen days.
- C. 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. The decision of the Board as to the filling of such vacancies shall, however, be final.

ARTICLE IX

ILLNESS OR DISABILITY

A. Definition

1. Sick leave is defined to mean the absence of any teacher because of personal disability due to illness, injury, or quarantine; also death or serious illness in the immediate family.
2. Immediate family shall be defined to mean husband, wife, children, father, mother, sisters, brothers, in-laws, nieces and nephews, regardless of residence. It may also mean any other relative or non-relative living in the same household.
3. In-laws shall be defined to mean father, mother, sisters and brothers of husband or wife of the teacher; also husband or wife of brothers and sisters.

B. Full salary will be paid for 15 days of sick leave for the first year of service and 10 days for every year thereafter accumulated to 100 days.

C. An employee sustaining injury in the course of Board of Education employment shall be eligible for sick leave benefits; provided, that when compensation is received under the Workmen's Compensation Act, such income shall be supplemented by the Board with an amount sufficient to maintain the regular salary for a period not to exceed the cumulative reserve. No deduction from the cumulative reserve will be made.

D. An employe who fails to render assigned service due to a legally established quarantine which they took reasonable precautions to avoid shall be entitled to the same benefits as though they were personally ill.

E. Absence without loss of salary shall be allowed for a period not to exceed three days upon the 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.

F. 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.

G. A teacher absent from work because of mumps, scarlet fever or chicken pox shall be entitled to leave without loss of pay. No deduction will be made from the cumulative reserve.

H. Unless otherwise indicated the following conditions shall apply to the above Article IX.

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

2. 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 will be granted for the current year until service has been rendered.
3. No sick leave is charged for a holiday.
4. Sick leave is charged for days school is closed (Act of God) if teacher is absent the day before and the day after such a day, County Institutes and Teachers Conventions are counted as regular days.
5. Any personal illness or injury whose duration exceeds (5) five days must have a doctor's examination report to return.
6. The superintendent shall have full authority for the administration of this policy. Any deviation from above is left to the discretion of the superintendent.

ARTICLE X

UNPAID LEAVE OF ABSENCE

- A. A leave of absence for one year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corp, Teacher's Corp or Job Corp as a full time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. Salary increment, shall accrue.
- B. A leave of absence shall be granted to a teacher who is inducted or enlists for one period of enlistment only in any branch of the armed services of the United States. Regular increments shall accrue.
- C. A teacher who is elected president of the MEA or the NEA shall be granted a leave of absence for a period not to exceed one year. The regular salary increment shall not accrue.
- D. Upon written application, a maternity leave shall be granted, commencing no later than the fifth month of pregnancy, except that when this date falls within one month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to leave for one year. Further extensions may be granted at the will of the Board. Regular salary increments shall not accrue.
- E. Unless otherwise indicated, the following conditions shall apply to extended leave of absence:
 1. Requests for leaves shall be in writing.
 2. Eligibility shall be based on a minimum of two years continuous employment in the District.

3. All extended leaves shall be for one year. Further extensions shall be at the will of the Board.
4. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
5. Written notice of intention to either return or resign shall be given the superintendent by March 1, of the year in which the leave expires.
6. A prerequisite of re-employment will be a complete physical examination by a physician appointed by the Board and paid by the Board.

ARTICLE XI

PERSONAL BUSINESS

- A. Application for reasonable sick leave allowance for personal business may be granted by the superintendent. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year. No deductions shall be made from the teacher's accumulated reserve.
- B. A leave of absence may be granted a teacher called for jury service or for answering court summons. The district shall pay an amount equal to the difference between the teacher's daily salary and the fee paid by the court (not including travel allowance or reimbursement of expenses) for each day the teacher reports for said duty and on which he would be otherwise scheduled to work, provided that the teacher cooperated with the administration in seeking to be excused from such service. No deductions shall be made from the teacher's accumulated reserve.

ARTICLE XII

ANNEXATION OR CONSOLIDATION

- A. To the full extent permitted by law, this agreement shall be binding upon the Board and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this District shall be combined with one or more district, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XIII

CONTINUITY OF OPERATION

- A. Since the parties have established a comprehensive grievance procedure, the parties have removed the basic cause of work interruptions during the period of this agreement. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike.
- B. The Board agrees that it will not, during the period of this Agreement directly or indirectly engage in, or assist in any unfair labor practice.
- C. If, due to severe weather, any teacher is unable to start their car or receive another means of transportation, there will be no penalty for late arrival.

ARTICLE XIV

TEACHER EVALUATION

- A. Probationary teachers will be evaluated at least two times during the year, and tenure teachers will be evaluated at least once each year, by their superintendent. A written report shall be completed and signed by the superintendent and teacher. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation if he does not agree with the superintendent's evaluation. Both evaluations are to be placed in the teacher's personal file.

ARTICLE XV

TEACHER BEHAVIOR

- A. The Board may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of teachers.
- B. No teacher shall be disciplined, including reprimand, suspension with or without pay, demotion, or discharge, without just cause. Just cause shall include, but not limited to:
 - 1. Incompetence
 - 2. Insubordination against reasonable rules of the Board.
 - 3. Moral misconduct
 - 4. Any violation of the terms of this Agreement.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under that Act.

- C. Discipline of teachers shall be subject to the grievance procedure, provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of

any grievance, and (2) as to teachers on Tenure or continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act; and the Tenure Act shall therefore govern all proceedings against the teacher.

ARTICLE XVI

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of four members, two members selected by the Board and two members selected by the teachers.
- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The parties agree that the PSC serve in an advisory capacity only, and that the failure of the Board to implement any of the recommendations of the Committee shall not constitute a basis for a grievance.
- D. The clerical expense of the PSC shall be borne by the Board.

ARTICLE XVII

NEGOTIATION PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement.
- B. No later than March 1, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-69 year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations or bargaining representative of the other party, and each party may select its representatives within or outside the school district. No final agreement shall be executed without ratification by the Association and the Board.
- D. If the parties fail to reach an agreement in any such negotiations either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XVIII

SPECIAL TEACHER ASSIGNMENTS

- A. Assignments for summer school programs will be made by the Board on the basis of present personnel. No teacher will be required to work a split shift or to teach less than three hours in any summer school program. The compensation shall be \$6.00 per hour.
- B. The Board will make every attempt to maintain an adequate list of substitute teachers. Once a teacher's absence has been reported it shall be the duty of the superintendent to arrange for a substitute, but in all cases the discretion of the superintendent shall prevail.

ARTICLE XIX

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teacher recognizes that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board Policy. It shall be the responsibility of the teacher to report to his superintendent the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the superintendent of the disposition of the teacher's report that a particular student needs such assistance.
- B. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the superintendent. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be in writing to the superintendent who shall make a determination as to whether the conduct of the teacher making such a request justifies any assistance from the Board, and the extent thereof.
- C. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workmen's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- D. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such a matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified. The teacher will be given the right to meet his accuser face to face. The accuser shall be made aware of the rights of the teacher.

ARTICLE XX

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 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 on any 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 3 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 on final determination made of the grievance, final arbitration will be made through the Michigan Labor Mediation Board.
- E. If any teacher for whom the 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 of its equivalent in money shall be paid to him.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. No polygraph, tape recorder, or lie detector device shall be used for any investigation of any teacher.
- B. This Agreement shall constitute the full and complete commitments between both parties any may be altered, changed, added to, deleted from or modified through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and the individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this Agreement, during its duration, shall be controlling.
- D. 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 incorporated into and be considered part of the established policies of the Board.
- E. If any provisions of this Agreement or the application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except as permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed hereafter employed or considered for employment by the Board.

ARTICLE XXII

INSURANCE PROTECTION

- A. The Board agrees to furnish to all teachers one-half health care insurance. Carrier selected shall be the Michigan Education Special Services Association. Other carriers will only be considered if special cases arise especially on retirement qualifications.
- B. The Board's insurance contribution shall begin in September, 1968 and continue for the length of teacher employment by the District.
- C.. Eligible members shall sign and deliver to the office of the school district payroll deduction authorization forms for one-half of the health care insurance.
- D. All health insurance deductions shall be made from the first paycheck of September and every first paycheck thereafter.
- E. The Board shall deduct July, August, and September health care insurance contributions from the June paycheck.

BESSEMER TOWNSHIP SCHOOL DISTRICT
 SALARY SCHEDULE ADOPTED AUGUST 22, 1968

SCHEDULE A

YEARS OF EXPERIENCE	TRAINING	
	B.A. or B.S. 120 hours	M.A. or M.S. 150 hours
0	6100	6400
1	6301	6602
2	6502	6804
3	6703	7006
4	6904	7208
5	7105	7410
6	7306	7612
7	7507	7814
8	7708	8016
9	7909	8218
10	8110	8420
11	8311	8622
12	_____	8824
13	_____	9026

1. Non-degree teachers shall receive an increase of \$670
2. Substitute teachers - Non-degree - \$18.00 per day
- Degree - \$20.00 per day
3. Assistant Principal - \$100 above the salary schedule
4. Athletic Director & Coach - \$600.00 above the salary schedule. (Including pre-school football practice plus all coaching)
5. Beyond the four year degree there will be no increment 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 Master's degree is earned.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 22nd day of August 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 July 1, 1968, and will continue and remain in full force and effect until June 30, 1969.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____.

BESSEMER TOWNSHIP CHAPTER
OF THE MICHIGAN ASSOCIATION

BY _____
PRESIDENT

BY _____
SECRETARY

BESSEMER TOWNSHIP BOARD
OF EDUCATION

BY _____
PRESIDENT

BY _____
SECRETARY