

1966-68

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BIG RAPIDS EDUCATION ASSOCIATION AGREEMENT Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

This Agreement entered into this third day of August, 1966, by and between the Board of Education for the School District of the City of Big Rapids, Mecosta and Newaygo Counties, Michigan, hereinafter called the "Board", and the Big Rapids Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Big Rapids is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certificated teacher personnel employed under contract or to be employed under contract by the Board, but excluding supervisory and executive personnel (Superintendent, Assistant Superintendents, Building Principals and Assistant Principals, and Administrative Assistants) and office and clerical employees and bus drivers and maintenance personnel and food service personnel. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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 or its designated representatives has been given opportunity to be present at such adjustment.

Big Rapids, Mecosta + Newaygo

MEA
1216 Kendall
E. Lansing, Mi. 48823

- C. Within thirty days of the beginning of their employment hereinunder, teachers may sign and deliver to the Board an assignment authorizing deductions of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) or deductions for other purposes upon such conditions as the Association and the Board shall mutually establish. Such sum shall be deducted from the regular salaries of all such teachers from such pay checks as shall be agreed upon by the Board and the Association from time to time.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any 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 reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise provided by law with respect to any terms or conditions of employment.
- B. Both parties to this agreement specifically recognize the right of either, or of the teachers appropriately to invoke the assistance of the State Labor Mediation Board, or an arbitrator appointed pursuant to the provisions of this Agreement, and both parties agree to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and

constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedules for 1966-67 and 1967-68 included in the appendix, which is attached to and incorporated in this Agreement. These salary schedules, with qualifying statements attached, shall remain in effect during the two-year term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, in accordance with the nine and one half (9½) months school calendar dates, during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation as provided in the appendix hereto attached.

Attendance at any educational or civic functions where attendance is not voluntary but required by the Board and which have not been set forth in the Teachers' Handbook prior to the beginning of the school year, shall be paid at the rate of \$4.00 per meeting.

- C. All teachers engaged in professional activities on behalf of the Board during the summer school shall be reimbursed at a uniform rate which shall be established by the Board. This shall not include employment in the Driver Education program nor the summer programs covered by the extra pay schedule covering items now listed in the Teachers' Handbook for duties and responsibilities over and above the normal teaching load.
- D. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, at the request of the Board, shall be released from regular duties without loss of salary.
- E. A teacher shall be released from regular duties without loss of salary at least at the rate of one day each semester for the purpose of participating in area or regional institutes of the Michigan Education Association.

ARTICLE IV

Teaching Hours

- A. The teacher's normal teaching hours in the schools shall be as follows:

	<u>High</u> <u>School</u>	<u>Intermediate</u> <u>School</u>	<u>Elementary</u> <u>Schools</u>
(1) Teachers check in no later than	8:15 a.m.	8:15 a.m.	8:15 a.m.

- (2) Teachers at noon, in
classes by 12:25 p.m. 12:40 p.m. 12:15 p.m.
- (3) Teachers shall leave
school no earlier than 4:15 p.m. 4:15 p.m. 4:15 p.m.

(4) All teachers are expected to be in their assigned rooms to assume their professional duties during the hours indicated. Exceptions are to be arranged with the principal.

The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

- B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, in no event less than forty-five minutes.
- C. Elementary teachers will be provided a fifteen minute relief time per day. Teachers of music, art, laboratory sciences, and physical education shall have at least two such periods each day.
- D. Special Education teachers at all levels will be provided two fifteen minute relief periods per day.

ARTICLE V

Teaching Conditions

- A. The normal weekly teaching load in the senior high school will be 25 teaching periods and 5 unassigned counseling-preparation periods. No teacher shall be allowed to teach a class during his counseling-preparation period. The normal weekly teaching load in the intermediate school will be 30 teaching periods and 5 unassigned counseling-preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching periods. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- B. 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.

Any grievance relative to class size must be based on physical working condition rather than the factor of the educational program.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The teachers and the Board will confer from time to time for the purpose of the selection and use of such education tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board shall make available in each school adequate lunchroom, rest-room 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.
- E. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it may violate the provisions of the M.E.A.-N.E.A. Code of Ethics.
- F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies and Promotions

- A. Whenever any vacancy shall occur in the district in any professional position covered by this agreement, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing 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 fifteen calendar days. Emergencies will be handled by the Board based on the merits of each individual case. A request by any teacher leaving the system not to announce his vacancy will be considered by the Board. However, under no circumstances will such requests be honored beyond March 1.

- 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 and all other relevant factors.

ARTICLE VIII

Transfers

- A. Since the frequent transfers of teachers from one school to another can disrupt the educational process and interfere with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Leave Pay

- A. There will be a regular leave of absence for illness of ten (10) days accredited to a beginning teacher the first year. For the second and subsequent years, one day is added at the completion of each month's employment cumulative to ninety days. When teachers are ill, or for any other reason cannot conduct their classes, they should notify the principal at once so he can secure a substitute.
- B.
 1. Each teacher currently employed in the Big Rapids school system will donate one day per year to the sick leave bank for two years, effective as of the first day of his contracted school year.
 2. Each new teacher will donate one day per year to the sick leave bank for two years, effective as of the first day of his contracted school year.
 3. No person may draw on the sick leave bank until he has exhausted his own earned accumulated sick leave days.
 4. A person may draw on the sick leave bank beginning with the day after he has exhausted his own earned accumulated sick leave days.
 5. The bank will have a maximum of 180 days.
 6. No teacher may borrow more than 90 days per school year from the sick leave bank.

7. This time does not have to be returned by the teacher who borrows from the sick leave bank.
 8. In the event a teacher becomes disabled and is entitled to Workmen's Compensation for permanent or temporary disability, the teacher also will be entitled to sick leave pay. The sick leave pay will be paid at the usual rate until the teacher begins to receive weekly Workmen's Compensation benefits. Thereafter, the sick leave pay shall amount only to the difference between the average weekly wage of the teacher prior to the injury and the weekly Workmen's Compensation benefit subsequently received. In computing the sick leave pay offset against the teacher's accumulated sick leave, the value of the accumulated sick leave of a teacher shall be computed by multiplying the average daily wage of a teacher by the number of sick leave days accumulated and then offsetting the actual sick leave benefits paid against this amount. In the event the disability ends before all the sick leave benefits are exhausted, the Board may pay an additional sick leave benefit amount to the teacher sufficient to eliminate any fraction of a day still accrued.
- C. Any teacher who retires shall be given 10 per cent of the pay he would receive for the unused sick leave time he has accumulated. This shall be based on the daily rate of his current year's contract.

ARTICLE X

Leaves of Absence

- A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available; or a different position, if available, for which the teacher is fully qualified; or the next available position for which the teacher is fully qualified.
- B. Leaves of absence with pay taken from the sick leave allowance shall be granted for the following reasons:
 1. A maximum of five days per school year for a critical illness in the immediate family. Additional time necessary may be granted at the discretion of the Board.
 2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
 3. Such portion of the day as is necessary for any staff member to attend a ceremony at which he is being awarded a degree.
 4. One day for attendance at the school graduation of a son, daughter, husband, or wife. When additional time is necessary, such time may be granted at the discretion of the Board.

5. Time necessary for the conduct of personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time. Every effort shall be made by the teacher to make such appointments outside of school hours.
 6. Time necessary for attendance at the funeral of a person whose relationship to the teacher warrants such attendance.
- C. Leaves of absence with pay in addition to the sick leave allowance shall be granted for the following reasons:
1. Absence when a teacher is called for jury service. This should be entered into only after consultation with the Board, and remuneration should be the difference between jury pay and the teacher's regular pay.
 2. Court appearance as a witness in any case connected with the teacher's employment in our school system.
 3. Approved visitation at other schools or for attending educational conferences or conventions, including State or regional Association meetings.
 4. Time necessary to take the selective service physical examination.
- D. Leaves of absence without pay may be granted upon application and after consultation with the Board for the following purposes:
1. Study related to the teacher's license field.
 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 3. Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

- E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The length of such leave shall be determined by consultation with the Board.
- F. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year without pay. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.

- G. Military leaves of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

- H. The Board shall grant a leave of absence without pay to any teacher to serve in a public office which takes the teacher away full time, but which is not an elective office. The Board shall also grant a leave of absence without pay to any teacher to campaign for a full time elective office. A teacher holding a local public office which requires absence from the job part time shall make arrangements with the Board regarding such absence.

ARTICLE XI

Insurance Protection

During the duration of this contract the Board and the Association shall jointly study the possibility of health and medical insurance, retirement insurance, an annuity program, and liability and accident insurance.

ARTICLE XII

Teacher Evaluation

- A. Each teacher shall have the right, upon request, to review with an appropriate member of the administration the contents of his own personnel file. The administrator shall first have deleted all confidential information.
- B. A teacher, at such times as he feels he is being unjustly reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance shall be entitled to have present a representative of the Association. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XIII

Protection of Teachers

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline coming under the legal jurisdiction of the school. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it is determined by a teacher and the administration that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher provoked by reason of his employment in the school system shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- D. Time necessarily lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. Any complaints by a parent of a student directed toward a teacher shall be channeled through the teacher and no action shall be initiated until a parent-teacher conference has taken place. If no satisfaction is received from this conference, the administration should be called upon to help solve the problem, in this order: Building Principal, Assistant Superintendent, Superintendent, School Board.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE XIV

Negotiation Procedures

- A. It is agreed that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations

between them from time to time during the period of this agreement upon written request by either party to the other and by mutual consent of both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing pertinent information and otherwise constructively considering and resolving any such matters.

- B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty calendar days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, the negotiation or bargaining team of each party shall be limited to not more than five (5) (5 representing the Association and 5 representing the Board) except that outside consultants may be called in by mutual consent of both negotiating teams. The limitation of 5 representing either party shall not be construed to prevent the appointment of alternates for any member or members of the bargaining team by either from time to time as required. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the membership of the Association. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to bargain in good faith as defined by law.
- 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 or take any other lawful measures it may deem appropriate.

ARTICLE XV

Professional Grievance Negotiation Procedures

A. DEFINITIONS

- 1. Grievance. A "grievance" is a claim based upon an event or condition which affects the welfare or working conditions of a teacher or group of teachers and/or which draws into question the interpretation or meaning of the provisions of this Agreement.
- 2. Aggrieved person. The "aggrieved person" is the person or persons making the claim and may be a teacher, a group of teachers, the Association, or the Board.

3. Designated representative of the Board. The "designated representative of the Board" shall mean the principal in each school building except that if the grievance arises in more than one school building, the designated representative of the Board shall mean the Assistant Superintendent of the schools. The Board may change the designated representative by giving ten (10) days prior written notice to the President and designated representative of the Association. Such change shall not affect any grievance in process.
4. Designated representative of the Association. The "designated representative of the Association" shall mean an official of the Association who has been given authority to receive grievances on its behalf. The Association may name up to six designated representatives and the President of the Association must, in writing, supply the names of these parties to the Board before the Board has a duty to deal with them. The Association may change or add a designated representative by giving ten (10) days prior written notice to the Board. Such change shall not affect any grievance in process.
5. Days. The term "days" when used in the section shall, except where otherwise indicated, mean calendar days.

B. PURPOSE AND POLICY

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems involving the welfare or working conditions of a teacher or teachers or to problems which draw into question the interpretation or meaning of the provisions of this Agreement. To better effectuate these policies, both parties agree that all proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. If the Association as the moving party fails to comply with the time limit, the grievance shall be considered settled on the basis of the Board's last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall automatically pass to the next step in the grievance procedure. The parties may, however, mutually agree to extend the time limit at any step.
3. Nothing herein contained shall be construed as limiting the right of any individual teacher to present grievances to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement and the Association shall be given the opportunity to be represented at such adjustment.

C. ALL GRIEVANCES SHALL BE HANDLED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE

1. STEP ONE. The aggrieved person shall reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to the designated representative of the Board and to the designated representative of the Association. Within five (5) days of the receipt of the grievance the designated representative of the Board shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within three (3) days of the above meeting the designated representative of the Board shall make a written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied shall state the reason for denial.
2. STEP TWO. In the event the grievance is not satisfactorily resolved at Step One, the Association, within five (5) days of their receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Assistant Superintendent of Schools unless he received the grievance in the first instance in which case this step shall not apply. Within five (5) days of the receipt of the grievance the Assistant Superintendent shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within three (3) days of the above meeting the designated representative of the Board shall make a written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied, shall state the reasons for denial.
3. STEP THREE. In the event the grievance is not satisfactorily resolved at Step Two, the Association, within five (5) days of their receipt of the answer, may transmit the grievance in written form together with a proposed solution thereof to the Superintendent of Schools. Within five (5) days of the receipt of the grievance the Superintendent shall meet with the Association or its designated representative in an effort to resolve the grievance. The aggrieved person, at his discretion, may be present at such meeting. Within three (3) days of the above meeting the designated representative of the Board shall make a written answer to the grievance, which written answer shall be communicated to the designated representative of the Association. The answer shall either grant or deny the grievance, and if it is denied, shall state the reason for denial.
4. STEP FOUR. In the event the grievance is not satisfactorily resolved at Step Three, the Association, within five (5) days of their receipt of the answer, may transmit the grievance in written form together with a proposed solution to the Board. The Association shall also transmit with the grievance the names of three of its members who will join with representatives to be selected by the Board to form a Joint Conference Committee. The Board will, within

five (5) days of their receipt of the grievance, select three representatives to serve on the Joint Conference Committee and in writing inform the Association of its choices. Neither party shall have control over the selection of the representatives of the other party. The Joint Conference Committee shall meet within five (5) days of the time the Association receives the names of the representatives of the Board. The Committee may hold a hearing on the grievance or otherwise investigate it, or prescribe such procedure as it may deem appropriate for consideration of the grievance. The aggrieved person, at his discretion, may be present at all Committee meetings and/or procedures adopted to resolve the grievance. The Committee shall, in writing, propose a solution to the grievance, and if both the Association and the Board agree to the recommendation, it shall become final. If the Committee does not arrive at a decision within twenty (20) days or if either the Board or the Association refuses to abide by the decision of the Committee, then the grievance will be arbitrated if arbitration is requested in writing by either the Association or the Board within five (5) days of the Committee's decision or within five (5) days of the expiration of the twenty (20) days the Committee has to decide the grievance, whichever comes sooner. The request for arbitration is to be directed to the other party.

5. STEP FIVE. The Association shall make a request for a list of seven possible arbitrators from the Labor Mediation Board of the State of Michigan. Within five (5) days of the receipt of the list the parties shall meet to select an arbitrator from the list, but if at the meeting they are unable to agree, then the arbitrator will be selected as follows: Beginning with the Board, the Board and the Association shall alternately strike a name from the list until only one (1) person remains, who shall be the arbitrator.

D. ARBITRATION

1. The arbitrator so selected shall confer with representatives of the Board and the Association and shall hold hearings on the dispute promptly after his appointment. Reasonable notice of such hearings shall be given to the parties. Hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence except that the arbitrator shall not hear or consider any evidence that was not presented either orally or in writing to the Joint Conference Committee. Within 30 days after the conclusion of the hearing, or within such additional period as the parties shall stipulate, the arbitrator shall make written findings and promulgate a written opinion and award upon the issue or issues presented, and shall mail or otherwise deliver a true copy thereof to the parties. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost of any arbitration under this Article shall be paid jointly and equally by the Board and the Association.

E. MISCELLANEOUS

1. In the event of a discharge of a teacher or teachers the grievance may, at the option of the Association, be commenced at Step Three of the procedure. The grievance shall be deemed commenced when it is received in written form together with a proposed solution by the Superintendent of Schools.
2. Either the Board or the Association may be represented before the arbitrator by legal counsel.
3. In the event the Board is the aggrieved party, it shall commence its grievance at Step Three. The Board in processing the grievance must meet all of the time limits and comply with all the duties at Step Three and Step Four that the Association would have had to meet had it been the moving party. Likewise, the Association, in responding to the grievance, must meet all of the time limits and comply with all the duties the Board would have had to meet at Step Three and Step Four. If the Board fails to comply with the specified time limits when it is the aggrieved party the grievance shall be considered settled on the basis of the Association's last written answer to the grievance. If the Association fails to meet the time limits the grievance shall automatically pass to the next step in the grievance procedure.

ARTICLE XVI

Teacher Involvement in Curriculum Study

- A. It is recognized that the teachers are well qualified to assist the Board in formulating policies and programs in the following areas: curriculum, teaching loads, teacher assignments, instructional materials, and teaching equipment.
- B. The teachers, therefore, shall be involved in the study and development of the above-mentioned programs. Furthermore, the teachers shall be allowed to make recommendations to the Board in these areas.
- C. Involvement in any of these areas outside of regular teaching hours will be wholly voluntary on the teacher's part. A teacher who chooses not to be involved outside of regular school hours shall not be judged or evaluated to be any less capable or without professional integrity.
- D. The involvement of teachers during the regular school hours shall be as nearly equal as possible and practical for all staff members. The administration of this shall be the responsibility of the Board.
- E. Nothing herein shall be construed to take the right of making final decisions from the Board. Furthermore, nothing herein shall prevent the Board from changing the process of arriving at these decisions. However, the Board shall consult with the Association about any changes in the process before they are made. The Association shall be made aware of the nature and extent of teacher involvement in the process.

ARTICLE XVII

Miscellaneous Provisions

- A. Each teacher shall notify his principal as soon as possible when a substitute teacher will be needed. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. 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 the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. 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 XVIII

Duration of Agreement

This Agreement shall be effective as of August 29, 1966, and shall continue in effect for two (2) years until the 1st day of April, 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF BIG RAPIDS, MECOSTA AND
NEWAYGO COUNTIES, MICHIGAN

by _____
Edward J. Schroeder, Jr., President

by _____
Eleanor V. Freiberg, Secretary

BIG RAPIDS EDUCATION ASSOCIATION

by _____
Howard I. Southworth, President

APPENDIX A

Salary Schedule

<u>Schedule R</u>		<u>Schedule S</u>
Index - Base \$5050		Index - Base \$5200
<u>A.B.</u>	<u>M.A.</u>	
0 - 1.00	0 - 1.051089 of A.B. Minimum	A.B. Minimum to M.A. Minimum = 1.06
1 - 1.018019	1 - 1.020346	A.B. Minimum to A.B. Maximum = 1.035 (10 steps) increments
2 - 1.020424	2 - 1.023633	M.A. Minimum to M.A. Maximum = 1.04 (10 steps) increments
3 - 1.025924	3 - 1.028499	Super-maxima steps = 1.03 increments (3 steps above the Master's maximum)
4 - 1.023411	4 - 1.023500	
5 - 1.028322	5 - 1.033584	
6 - 1.026836	6 - 1.029509	
7 - 1.030260	7 - 1.032850	
8 - 1.036214	8 - 1.03850	
9 - 1.029790	9 - 1.032127	
10 - 1.030340	10 - 1.033309	
11 - 1.011830	11 - 1.010838	
12 - 1.011550	12 - 1.010861	
13 - 1.007710	13 - 1.010607	
14 - 1.016188	14 - 1.009810	
15 - 1.022590	15 - 1.03050 (Super Maxima)	
	16 - 1.011920 " "	
	17 - 1.020060 " "	

(All percentages used are a percentage of the step immediately preceding. The A.B. starting salary is the base.)

1. Schedule R is to be adopted as the base salary schedule for the school year 1966-67.
2. The teachers' proposed base salary Schedule S is to be adopted for the school year 1967-68. This schedule is to be contingent on increased revenues available to the district (increased State Aid, increased valuation, or extra voted millage.)

Appendix--2

3. If the additional money is not available to meet Schedule S for 1967-68, an election requesting extra millage will be held. This election should be held during the month of February if this timing is not in conflict with any other election.
4. The criteria used for the super-maxima step of the 1966-67 base schedule is years of service in the Big Rapids Public School system. We feel that prior to the implementation of Schedule S a study should be made and criteria developed for participation in super-maxima steps #1 and #2. We recommend that this criteria be more than years of service in this system.
5. A. In lieu of an extra pay schedule for extra duties the following recommendations are made:
 1. The 1965-66 schedule will be used for the issuing of contracts for 1966-67.
 2. This committee shall continue to study and negotiate an extra pay schedule.
 3. In the event that an extra pay schedule is agreed on, this schedule shall be made effective on ratification by both parties.B. For extra work the teacher shall be entitled to appropriate additional professional compensation as follows:
 1. After game dances - \$3.00 per dance
 2. Game helpers - \$4.00 per game
 3. Bus supervision for out of town trips - 0-35 miles, \$3.00;
36-70 miles, \$4.00;
over 70 miles, \$5.00
 4. Athletic scouting - \$7.00 per trip
 5. Athletic concessions manager - \$100.00 for the football and basketball seasons
 6. Athletic equipment manager - \$100.00 for the football and basketball seasons
 7. Driver Education - \$3.75 per hour
 8. Substitute teaching on an emergency basis -- the same rate per hour as for regular substitutes.

The above shall be open to all qualified teachers in the system.

C. The inclusion of any position or function in the schedule for compensation for extra duties beyond the normal teaching load shall not be deemed to guarantee that such position or function shall remain in effect during the full duration of this Agreement. The Board may, at its discretion, remove or add such positions and functions as it shall deem advisable, provided that, when any position or function shall be added thereto by the Board, the appropriate compensation for such extra duty shall be established by mutual agreement between the Board and the Association.
6. For non-degree personnel deduct \$500 from the base step plus \$10 for each hour short of a degree as of September 1 of the school year.

Appendix--3

7. For graduate credit earned beyond the Master's Degree pay shall be \$10 per semester hour up to 30 hours.
 - A. Credit is allowed only for courses taken after earning the Master's Degree.
 - B. Courses must be approved by the Administration before they are taken in order to receive pay for them.
 - C. For a person coming into our system who has taken courses after receiving his Master's Degree, these courses are evaluated and credit given for courses related to his field. Since these courses obviously cannot be approved prior to his taking them, he should receive some credit.
8. A maximum of five years shall be allowed for previous experience.
9. A maximum of two years credit shall be allowed for military service.

13 Meats

Revised to
MEA 3-15-68

SALARY SCHEDULE FOR BIG RAPIDS PUBLIC SCHOOLS FOR 1967-68.

Agreed upon (after fact-finding) March 7, 1968.

<u>B. A.</u>			<u>M. A.</u>		
<u>Step</u>	<u>Salary</u>		<u>Step</u>	<u>Salary</u>	
0	5800	→ 1.06 x base →	0	6148	
1	6003		1	6394	
2	6213		2	6650	
3	6431		3	6916	
4	6656		4	7192	
5	6889	} 3 1/2% increments	5	7480	
6	7130		6	7779	
7	7379		7	8090	
8	7638		8	8414	
9	7905		9	8751	
10	8181		10	9101	
			SM I	9374	3% increment
			SM II	9655	3% increment

Super Maximum I is reached only on the M. A. schedule after 15 years of service in Big Rapids Schools; Super Maximum II, after 20 years of service in Big Rapids Schools.

Sorry it has taken so long to reach a settlement. It was a hard fight. Mr. Pat Dolan from the Grand Rapids MEA Office was most helpful. We would not have been successful without his aid.

Ebba Ladd
Ebba Ladd, President
Big Rapids Education Association