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BOYNE FALLS EDUCATION ASSOCIATION AGREEMENT

1974-75

Prepared by

Combined Professional Negotiation Committees

BOYNE FALLS PUBLIC SCHOOL

BOYNE FALLS, MICHIGAN

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Boyne Falls Public School

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BOYNE FALLS EDUCATION ASSOCIATION AGREEMENT

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This Agreement entered into this first day of September, 1974 by and between The Board of Education of the City of Boyne Falls, Michigan, hereinafter called the "Board", and the Boyne Falls Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Act 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,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

Board of Education Rights

The Boyne Falls School Board retains all rights and powers to manage the school and to direct its employees, except as otherwise expressly provided in the Agreement.

ARTICLE II

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel, but excluding supervisory and executive personnel and office and clerical employees. 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 reference 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 in consistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE III

Teachers Rights

A. Pursant 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 of negotiation and other lawful concerted activities for mutual aid and protection. The Boyne Falls Board of Education will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association, or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. The parties specifically recognizes the right of either party to invoke the assistance of the State Labor Mediation Board, a mediator from such public agency, or factfinder as provided under Act 379

C. The Board agrees to furnish to the Association in response to written request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

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 one-year term of this Agreement.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, during normal teaching hours. For extra work the teacher shall be entitled to appropriate additional compensation as outlined in the salary schedule set forth in Schedule B of this Agreement.

C. The following holidays shall be observed and school closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

D. With Board of Education approval, any certified teacher may be released from duties and allowed up to two (2) days per year to attend bonafide related educational meetings, without loss of pay. The teacher will pay for their own meals and lodging. The Board will pay for mileage and fees. These days shall not be cumulative.

E. Workshop which are deemed necessary or helpful by the administration due to a curriculum change must meet with the Board approval. Prior to the workshop, the Board will decide on what amount of expenses will be reimbursed.

ARTICLE V

Teaching Loads and Assignments

A. Since pupils are entitled to be taught by teachers who are competent, 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.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified by the superintendent as soon as practicable and, if possible, prior to the closing of school in the spring.

ARTICLE VI

Teaching Conditions

A. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. A committee composed of two representatives from the Board and two representatives from the Association shall be established and they shall confer on the first Tuesday of October and April. The Board agrees at all times to keep the school properly equipped and maintained with its budget.

B. Under no conditions shall a teacher be required to drive a school bus.

C. The Board shall make available in the school building a restroom and lavatory facilities for the teacher use and a room furnished, which shall be reserved for use as a staff lounge in which smoking shall be permitted.

D. Telephone facilities shall be made available to teachers for their reasonable use. Toll charges on personal calls shall be the responsibility of the teacher.

E. Designated parking facilities shall be made available to teachers for their use.

F. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless they affect the teachers relationship with the students and with the discharge of his teaching duties.

G. 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 lawful activities of any employee organization.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any bargaining unit position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for posting in the school building.

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 school system of the district, and other relevant factors. The Board declares its support of promotions from within its own teaching staff.

ARTICLE VIII

Sick-Leave Pay

A. All teachers absent from duty on account of personal illness or immediate family (spouse, mother, father, son, daughter or any relative living in your residence) illness shall be allowed full pay for a total of ten (10) days in any school year.

B. Each teacher shall be entitled to an accumulation or not more than ninety (90) days for the unused portion of each year's sick leave which shall be available in future years for personal illness.

C. Any teacher whose illness extends beyond any three (3) consecutive school days may be requested to furnish a doctor's certificate.

ARTICLE IX

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a equivalent position.

B. Leaves of absence, with pay, shall be granted for the following reasons:

- (1) Two (2) days, each year, not accumulative, for the conduct of personal affairs.
- (2) A maximum of three (3) days per death in the immediate family (spouse, mother, father, daughter, son, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother, sister, brother-in-law, sister-in-law or any relative living in your residence).

C. Leaves of Absence without pay:

- (1) Upon approval of the Board, a leave shall be granted to a tenure teacher who desires to improve himself through a full-time study program.
- (2) Other leaves may be granted by the Board.
- (3) The teacher upon return from such leaves, shall advance one step on the salary schedule.

(4) A teacher would retain all accumulated sick leave days while on leave of absence. During a leave of absence there will be no accumulation of additional sick leave days.

D. An employee may request a maternity leave without pay at any time after her pregnancy has been determined and she has given the superintendent a note from the doctor which gives the anticipated date of delivery. Such leave shall be granted for a period of up to one (1) year and provide for the employee's return to work at the beginning of a regular semester.

E. The employee shall not be reinstated until a medical report of the mother's physical fitness to return to regularly assigned duties has been submitted to the superintendent.

F. Teachers who are officers of the Michigan Education Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall not receive credit toward annual salary increment on the schedule.

G. Military leaves of absence 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, from the Boyne Falls School System, shall be given the benefit of two (2) years' increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

ARTICLE X Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly with the full knowledge of the teacher.

B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. 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. The representative shall have two (2) days to present himself with the teacher.

C. No teacher shall be disciplined, reprimanded or reduced in compensation without just cause. Any such discipline, reprimand or reduction in compensation may be subject to the grievance negotiations procedure hereinafter set forth.

ARTICLE XI Protection of Teachers

A. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

B. The school recognizes it's responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by him/her shall be reasonable and just. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operations.

C. Any case of assault upon a teacher shall be promptly reported to the Board of Education 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 the handling of the incident by law enforcement and judicial authorities.

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ARTICLE XII

Negotiation Procedure

A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

B. In any negotiations described in this Article, 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 of the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the teachers; but parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. 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.

ARTICLE XIII

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon a matter involving the interpretation and application of the provisions of this agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons who might be required to take action or against who action might be taken in order to resolve the problem.
4. The term "days" shall mean calendar days

B. Purpose

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

C. Structure

1. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be

named by the Association

2. The Board hereby designates the Superintendent as it's representative.

D. Procedure

The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing.

1. Level One

A teacher with a grievance shall discuss it with the Superintendent: individually, together with his Association Representative or through The Association Representative within seven(7) days after the occurrence of the event.

2. Level Two

- (a) In the event the grieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee within five (5) days. The Association Representative will assist in writing the grievance.
- (b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support within five (5) days after the decision. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent within three (3) days. Within ten (10) days from receipt of the grievance by the Superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition at Level Two, or if no decision has been rendered within ten (10) days from the date of receipt of grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee within ten (10) days. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transferred to the State Labor Mediation Board.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgement of the Representative or the PR & R Committee, the grievance affects a group of teachers, the Pr & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at level one may be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties interested.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure by the aggrieved person.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance

ARTICLE XIV

Reduction of Personnel

No teacher shall be laid-off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district there is a substantial decrease in the revenues of the school district, or there are other substantial budgetary considerations which shall have a detrimental effect on the district.

In the event that a reduction of personnel, as heretofore defined, shall become necessary, the following method shall be used in determining the order of retention:

Those teachers with the longest period of service in the school district who possess a permanent, life or provisional teaching certificate shall be retained; provided that, such certification qualifies a teacher for a position, and said position is not claimed by a teacher with greater seniority who meets the certification requirements of this paragraph; and provided that, tenure teachers are retained over probationary teachers.

ARTICLE XV

Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they shall call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. Teachers shall not be required to report for duty on days when the school is closed to students.

C. All teachers presently employed shall be allowed up to 5 years credit for teaching experience outside the system in an accredited public school system in the State of Michigan. Half steps on the salary schedule may be recognized for a full semester of teaching. For teachers newly employed after the 1969-70 school year, the Superintendent may in his sole discretion allow one year of additional teaching credit for every two years teaching experience up to 10 years. This paragraph shall not be retroactive for those teachers presently employed.

D. Hospitalization insurance excluding major medical, for teacher and family shall be paid by the Board. This insurance shall not include cost for additional riders. A teacher whose spouse is a teacher within the system shall be entitled to only one coverage per family. Such coverage is to be provided by Blue Cross-Blue Shield or MESSA.

E. A teacher shall receive \$5.00 per class period when substituting at the request of the Administration for another teacher during his conference period.

F. A teacher at his option will be paid bi-weekly on a 20 or 26 pay basis. Final payment for both pay basis shall be made on the 20th pay period.

G. To qualify for B.A. + 18 or M.A. on the salary schedule A, a teacher must submit transcripts to the Superintendent prior to the First day of school. Any person having earned 15 credit hours before September 1st of 1974, shall be placed on the B.A. + 18 salary schedule.

H. 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 teachers contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

I. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

J. If any provisions 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 shall continue in full force and effect.

AMMENDMENTS

I. In-Service Days

The Board of Education agrees to enter into the Master Contract that teachers will be involved with the planning of In-Service meetings. The planning sessions will be organized by the Administration. The number of In-Service sessions will be set by the Board.

II. MEA Dues

The Board agrees to deduct MEA dues per month from the teacher salary at the option of the teacher.

ARTICLE XVI

Duration of Agreement

This Agreement shall terminate on the 30th day of June, 1975 and shall not be extended orally.

Glenn Hindbaugh

Herman Niedling

Sue Goebel

Sylvester Czerkies

1974-75 SALARY SCHEDULE

SCHEDULE A

<u>Step</u>	<u>B.A.</u>	<u>B.A. + 18</u>	<u>M.A.</u>
0	8,500	8,650	9,000
1	8,850	9,000	9,350
2	9,200	9,350	9,700
3	9,550	9,700	10,050
4	9,900	10,050	10,400
5	10,250	10,400	10,750
6	10,450	10,750	11,100
7	10,650	11,100	11,450
8	10,850	11,450	11,800
9	11,050	11,800	12,150
10	11,250	12,150	12,500

SCHEDULE B

A. Extra Duty Pay = % of Base Pay (B.A. Salary Schedule)

<u>CLASSIFICATION</u>	<u>%</u>	<u>Maximum Payments</u>	<u>Steps</u>
Basketball, Varsity	10	\$990	5
Jr. Varsity	7	693	5
Jr. High	5	495	5
Girls, Varsity & J.V.	5½	544	5
Baseball, Varsity	5	495	5
Track, Varsity	5	495	5
Athletic Director	5½	544	5
Cheerleading	4	378	5
Student Council	2	198	5
Advisors:			
7th Grade	1	99	5
8th Grade	1	99	5
9th Grade	1½	124	5
10th Grade	1½	124	5
11th Grade	2	198	5
12th Grade	2½	248	5

1974-75 SCHOOL YEAR
BOYNE FALLS PUBLIC SCHOOL

WORK DAYS
SESSION D
HRS COUNT

July

1	2	3		5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September

	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November

				1
4	5	6 PTC	7 PTC	8
11	12	13	14	
18	19	20	21	22
25	26	27		

December

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

January

			2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25 PTC	26 PTC		

April

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
	27	28	29	30

June

2	3	4	5	6