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AGREEMENT

This Agreement, entered into as of this 30th day of June, 1966, between:

CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION,  
Chelsea, Michigan (hereinafter referred to  
as the "Board"),

and the

CHELSEA EDUCATION ASSOCIATION, Chelsea,  
Michigan (hereinafter referred to as the  
"CEA" or as the "teachers"),

WITNESSETH:

Whereas, the parties hereto, in consideration of their desire to promote understanding and cooperation between the teachers in the classrooms and the Board which is responsible for the operation of the school system; in consideration of their desire to render continuous service in advancement of education in the Chelsea School District; in consideration of their desire to contract in respect to wages, hours of employment or other conditions of work; and in consideration of the mutual promise and agreement herein set forth, the Board and the CEA promise and agree as follows:

Chelsea School District Board of Education

ARTICLE I

Recognition

Section 1. The Board recognizes the CEA as the sole and exclusive bargaining agent for its certified teachers under contract, to the extent required in Act 379 of the Public Acts of 1965, for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of work.

Section 2. The term "teachers", for the purpose of this Agreement, shall exclude executive and administrative personnel, supervisory personnel with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of teachers; clerical employees; maintenance employees; janitors; bus drivers or any other individual not construed to be a bona fide classroom teacher, guidance counselor, librarian or temporary substitute in any of these three classifications.

ARTICLE II

Dues Collection

Section 1. The Board shall deduct all CEA, MEA and NEA dues from the pay of any teacher covered by this Agreement, provided that at the time of such deduction there is in the possession of the Board a subsisting written authorization, executed by the teachers authorizing such deduction by the Board.

Section 2. Such deductions shall be made at the rate of \$5.00 per pay beginning with the first pay in October until all such dues have been fully deducted.

Section 3. All sums deducted by the Board shall be remitted to the appropriate CEA, MEA or NEA Treasurer not later than thirty (30) days after such dues are fully collected.

ARTICLE III

Representation

Section 1. The Bargaining Committee shall consist of not more than five (5) teachers in good standing in the Chelsea School District selected in any manner determined by the CEA. The Board's Negotiating Committee shall consist of not more than three (3) members.

Section 2. The teachers shall be represented by the Bargaining Committee in all negotiations of matters which affect the whole CEA. In adjustments of disputes concerning individual teachers which do not concern the CEA as a whole, the particular teacher or teachers shall be represented in the adjustment of such disputes by the member of the Bargaining Committee who has been assigned by the CEA to act as Grievance Representative and to conduct such representation in the particular school unit where the dispute arises. The words "Grievance Representative" are used hereinafter to refer to a member of the Bargaining Committee when representing individual teachers in connection with disputes or grievances.

Section 3. Members of the Bargaining Committee shall be paid for such time as may reasonably be required during regular working hours in conjunction with their CEA duties under this agreement, but only provided the same directly involves grievance procedure under this Agreement or the matter of bargaining collectively with the Board or appearances together before any governmental agency in connection with such collective bargaining with the Board or any dispute arising therefrom; provided further, the Board shall have no liability or obligation whatsoever to pay any member of the Bargaining Committee or any other teacher for time spent on CEA activities or duties outside the Board properties, except for appearances before governmental agencies within the limitations above provided.

Section 4. It is further agreed that no Bargaining Committee member shall be excused from work for any purpose hereunder without first stating to his principal the nature of the Activities in which he is to be engaged, and also, until a substitute can be secured if, in the principal's opinion, a substitute is required under the prevailing circumstances.

ARTICLE IV

Work Stoppage

Section 1. The CEA agrees that it will not engage in or encourage any type of strike action or work stoppage during the life of this Agreement.

## ARTICLE V

Grievance

Section 1. It is recognized that the grievance procedure is the key to the successful administration of this Agreement which has been arrived at through the process of collective bargaining. It is the intent of the parties to this Agreement that the step-by-step procedure hereby established shall serve as the means for the prompt and amicable settlement of such disputes, controversies and grievances as may arise, and that the aforesaid procedure shall be strictly followed and not deviated from in any respect.

Section 2. An alleged violation of the express provisions of this Agreement shall be considered a grievance.

Section 3. The procedure for handling grievances involving the interpretation and application of the provisions of this Agreement shall be as follows:

Step one: Any teacher having a grievance shall within ten (10) school days from the date the alleged grievance occurred, first take the matter up directly with the principal or directly with the Grievance Representative who in turn will take it up with the principal of the school in which the grievance arose, or if more than one school is involved, with the Board's representative designated to act in such matters.

Step two: If the principal and teacher or Grievance Representative cannot immediately arrive at a mutually satisfactory settlement of such grievance, or if the principal requires more time to consider the grievance, said grievance shall, within three (3) school days be put in writing in triplicate on forms provided by the CEA for this purpose, containing a statement of facts upon which the grievance is based, citation of the articles and sections of the Agreement which have been allegedly misinterpreted or violated, state the relief requested and be signed by both the teacher and the Grievance Representative.

Step Three: Within three (3) school days thereafter, the principal will dispose of the grievance and will advise the Grievance Representative thereof, said principal's decision being written on the reverse side of the form above referred to.

Step Four: If the disposition of the principal is not acceptable, then the Grievance Representative will within three (3) school days refer two copies of the grievance to the Bargaining Committee and one copy thereof to the superintendent of schools or the representative of the Board designated to act in such matters.

Step Five: Within five (5) school days after receipt thereof the superintendent or the Board's designated representative shall meet with the Bargaining Committee for the purpose of exhausting this step number five, in an attempt to arrive at a mutually satisfactory settlement of the dispute.

Step Six: If the superintendent or the Board's designated representative and the aforementioned Bargaining Committee cannot arrive at a mutually satisfactory settlement of such grievance, the CEA, within three (3) school days, may request that the Board's Negotiating Committee meet with the full Bargaining Committee at 7:30 P.M. on the Tuesday following the next regular Board of Education meeting subsequent to such request, for the purpose of negotiating a mutually satisfactory settlement of such grievance. Failing to resolve the dispute, a special closed meeting between the full Board of Education and the full Bargaining Committee may be requested for 7:30 P.M. on the Tuesday following the next regular Board of Education meeting. If a mutually satisfactory settlement of the grievance cannot be reached at such special closed meeting, either party may call in additional representatives to assist in the settlement of the dispute, or request mediation under the proviso of Act 379 of the Public Acts of 1965.

It is agreed that until all preceeding six steps of the grievance procedure are fully exhausted and unavailing neither party to this Agreement will request mediation under said Act 379 of the Public Acts of 1965.

Section 4. Any decision rendered or settlement arrived at under and as a result of the grievance procedure shall then be retroactive to the date of the written grievance.

Section 5. Failure to appeal any grievance to the next step within the agreed time limit shall be deemed acceptance of the decision rendered at the last previous step.

Section 6. It is understood and agreed that serious grievances may be investigated and taken up during working hours, but that other complaints or grievances shall be investigated and discussed by the Grievance Representative with the principal on time other than working hours, with the sincere aim of the CEA and the teachers to interfere with school operations as little as possible in handling grievances.

ARTICLE VI

Salary Schedule

Section 1. Effective with the beginning of the 1966-1967 school year the governing salaries and rates of pay of the teachers covered by this Agreement shall be as set forth in Exhibit A, copies of which have been signed by the Board and the CEA concurrently with the execution hereof and which is incorporated herein by this reference.

Section 2. All pay increments shall become effective on September 1st of the school year.

Section 3. In the case of any teacher hereafter added to the staff, prior experience outside the Chelsea school system shall be evaluated by the Board and credit may be allowed in determining such individual's level or step on the salary schedules whenever the prior experience of the teacher is deemed satisfactory; provided further, that a maximum of seven (7) years credit shall be allowed in any event, on a year for full year of past teaching experience basis; and, further, that up to two (2) years of military service in lieu of prior teaching experience may be included in the seven (7) years total referred to herein.

Section 4. The parties agree that in the case of exceptional need the Board may from time to time exceed the Exhibit A rates in order to contract for the services of a teacher with special or particular qualifications not otherwise obtainable; provided, that such pay in excess of the Exhibit A rates be granted at the time of original hiring only; further, that said Exhibit A rates be exceeded by a maximum of 10% of the appropriate hiring-in step; and, further, that such per centum factor be decreased at each succeeding step by at least 2% until exact Exhibit A rates are reached.



ARTICLE VII

Insurance

Section 1. Effective September 1, 1968, subject to the provisions of this Article, regular full time teachers under contract shall be entitled to such benefits of such hospitalization, surgical and in-hospital medical insurance on the basis of such coverage as the CEA shall designate, to be carried with Michigan Hospital Service and Michigan Medical Service (Blue Cross/Blue Shield).

Section 2. The Board shall contribute an amount equal to the premium cost for single employee coverage or \$10.00 per month, whichever is less, toward the gross premium cost of such insurance for each teacher. Each teacher shall promptly pay to the Board any remaining portion of the total gross premium cost thereof, the Board being hereby authorized to make appropriate payroll deductions from the pay of the teacher to cover the same, or if there is not sufficient pay for that purpose such teacher shall promptly pay any additional amount required to the Board.

The Board shall contribute such monthly amount for the eleventh and twelfth months in the case of a teacher under less than a twelve-month contract, but only provided the teacher promptly contributes to the Board by pay deductions or otherwise the balance of the gross premium cost.

Section 3. The Board shall not be obligated to make the monthly contribution required of it under Section 2 of this Article during any month in which a teacher renders no service because of any form of absence without pay.

In case of authorized absence with pay, the Board shall continue to make such monthly contributions for a period of time equal to the particular teacher's accumulated sick leave credits or for a period of three (3) months, whichever is greater, following the calendar month in which such absence first occurs, but only provided the teacher promptly contributes to the Board the balance of the gross premium cost.

## ARTICLE VIII

Leaves of Absence

Section 1. Sick leave credits shall accrue at the beginning of each year in the following manner:

First year of service	10 days
Second year of service	10 days
Third year of service	60 days
Each succeeding year of service	20 days

The unused portion from prior years shall be carried forward in each case. The maximum credit bank for each teacher shall be one hundred-eighty (180) days. Accrued sick leave credits revert to the Board upon termination of employment.

Sick leave credits shall be charged and pay granted only during approved absences occurring on regularly scheduled school days; provided further, that in no event shall pay be granted during absence for any reason under this Article during any period when a teacher's sick leave credits have been exhausted, anything contained herein to the contrary notwithstanding.

Section 2. Indefinite leaves of absence with full pay and charged to the teacher's sick leave credit account shall be granted for personal illness not compensable under Workman's Compensation laws within the limitations as set forth in Section 1 of this Article VIII; provided further, that no such sick leave with pay will be granted for more than three (3) consecutive school days unless disability from performing regular duties beyond such three (3) consecutive school days is certified by a medical doctor, hospital or other unimpeachable source to the reasonable satisfaction of the Board.

Leaves of absence with full pay and charged to the teacher's sick leave credit account shall be granted in the case of illness in the immediate family requiring such teacher's presence; provided further, that the total of all such leaves granted shall not exceed ten (10) school days per school year.

Leaves of absence with full pay and charged to the teacher's sick leave credit account shall be granted in the case of necessary medical or dental appointments not obtainable during non-duty hours, and such leaves shall also be granted for absence necessary to conduct personal business; provided further, that such leaves shall not be granted for more than two (2) days per school year in each case.

Any teacher unable to perform school duties because of personal illness or injury compensable under Workman's Compensation laws shall be paid an amount equal to the difference between what such teacher would have earned by performing regularly assigned school duties and the amount of Workman's Compensation daily wage benefits actually paid; provided further, that each such daily supplemental payment shall be charged as a full day against such teacher's sick leave credit account, and further, that the extent of the Board's liability and obligation to make such daily supplemental payments shall be limited to the number of days in such teacher's sick leave credit account as of the first day of absence arising from such occupational illness or injury.

Section 3. When a death occurs in a teacher's immediate family, a leave of absence shall be granted for a maximum period of five (5) consecutive days beginning with the day of death and such teacher shall receive full pay for each regularly scheduled school day following within such five (5) consecutive day period; provided further, that such paid absence shall not be charged against the teacher's sick leave credit account.

The term "immediate family" as used anywhere in this Article shall be construed to mean spouse, parent, parent of current spouse, child, brother, sister or any other related person residing within the teacher's household and dependent upon the teacher for more than 50% of his support.

Section 4. A leave of absence shall be granted to any teacher who is summoned and reports for and performs jury duty, as prescribed by applicable law, and he shall, after making written application, be paid an amount equal to the difference between the amount of jury duty pay paid to such teacher by the Court and what the teacher would have earned by performing regularly assigned school duties; provided further, that the Board's obligation to pay a teacher for jury duty is limited to a maximum of thirty (30) days of jury duty in one school year; provided further, that such jury duty absence will not be charged against such teacher's sick leave credit account.

In order to receive payment, the teacher must give the Board prior written notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or served jury duty on the days for such payment is claimed. No teacher shall be entitled to such payment who, without being summoned, volunteers for jury duty.

Section 5. Applications for leaves of absence without pay for other reasonable and worthy purposes not specifically herein provided for shall be given consideration by the Board and acted upon solely and exclusively on the basis of the Board's opinion and judgment.

Section 6. Any teacher who becomes a candidate for a political or governmental office at the county level or higher will be granted and must accept a leave of absence without pay and not chargeable to his sick leave credit account for an indefinite period of time equal to such teacher's campaign for election and terminating on the day the election is held.

Section 7. The Board shall have the right to delay the reinstatement of any teacher returning from any form of indefinite leave of absence in excess of one calendar month for a period of one calendar week following receipt of notice of such teacher's intent to return, if in the Board's sole opinion, an immediate suitable opening does not exist.

The Board shall likewise have the right to delay the reinstatement of any teacher returning prematurely from any leave of absence granted for a definite period of time until the originally established expiration date of such leave, if in the Board's sole opinion, an immediate suitable opening does not exist.

## ARTICLE IX

General Provisions

Section 1. Teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict any teacher rights established under the Michigan General School Laws or any other laws or regulations.

Section 3. The provisions of this Agreement shall supersede any conflicting terms of the individual contract with any teacher covered under this Agreement.

Section 4. If any provision of this Agreement shall be held invalid due to existing or future Federal or State legislation, the invalid provision shall be considered stricken from this Agreement and the remainder of the Agreement shall not be affected thereby.

Section 5. The CEA shall have the right to schedule association meetings in an administration-designated room in any school building before or after regular class hours or during the lunch periods of the teachers involved; provided further, however, that they do not interfere with school activities, including extra-curricular activities conducted after regular class hours.

Section 6. Teachers may express in writing to their principal their preference of grade level, subject area, department or extra-curricular assignment, provided that such requests be made by March 15th and October 15th for the following semester assignments. All such requests shall be kept on file for a period of one year and shall be given full consideration by the Board as vacancies occur in the system; provided further, that selection of applicants shall be upon competency and qualification of the individual teacher in the sole and exclusive judgment of the Board; provided further, that if no qualified applicants exist in the sole and exclusive opinion of the Board, such vacancies may be filled by hiring from the outside.

Section 7. In case of an unexpected vacancy arising during the school year, notice thereof shall be posted in all school buildings for a period of 3 school days. Any teacher shall be entitled to make special application through his principal for the vacated position, and assignment thereto shall likewise be made upon the basis of the sole and exclusive judgment of the Board as in Section 4; provided however, that the unqualified right to reject all applicants and to fill such vacancies by hiring from the outside is always reserved.

Section 8. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE X

Policy Review Committee

The parties agree in the value of free and open communication between the Board of Education, and all administrators and teachers of the Chelsea School System. The parties believe that a continuing exchange of concepts and information will not only tend to improve teaching conditions in our system, but also be of ultimate benefit to our students in whom we are all primarily interested. Therefore, the Board and the CEA agree as follows:

Section 1. Within sixty (60) days after the start of the school year following the execution of this Agreement, the superintendent and all principals as Board representatives and a like number of teachers designated by the CEA shall meet to organize a permanent committee known as the "Policy Review Committee".

Section 2. It shall be the primary function of the Policy Review Committee to make a continuing study of those policies which relate to the matters of teaching conditions, curriculum, extra-curricular activities or to any other area of mutual concern, and to recommend to the Board of Education reasonable policy modifications considered to be in advancement of educational progress in the Chelsea School District.

Section 3. The Board agrees that the Policy Review Committee shall have notice of all major policy changes contemplated by the Board and shall have the opportunity to submit its recommendation in respect to such policy change.

Section 4. It is agreed that all recommendations from the Policy Review Committee will be referred to the superintendent for his presentation to the Board.

Section 5. It is understood and agreed that the Board will in all cases give full and serious consideration to Policy Review Committee recommendations, but shall retain full authority to make final decisions and that such decisions shall not be subject to the grievance procedure.

## ARTICLE XI

Termination

This Agreement has been arrived at as a result of collective bargaining between the Board and the CEA and has been approved by the CEA membership who are employees of the Chelsea School District, and the Agreement is intended to cover all matters which were raised or could have been raised by either of the parties at the time of the negotiations. This Agreement shall continue in full force and effect through June 30, 1969, in all respects, without amendment or change. This Agreement shall continue from year to year after June 30, 1969, unless either party, upon written notice to the other, requests a modification or termination of the Agreement at the end of any such yearly period; provided further, the party requesting such modification or termination shall, at least 90 days prior to June 30, 1969, or prior to the completion of any such subsequent yearly period, as the case may be, serve notice in writing upon the other party setting forth such changes or modifications so desired, together with a request that a meeting be held to discuss such proposals, and both parties shall thereupon arrange such meetings as may be required for the purpose of negotiating on such proposals.



IN WITNESS WHEREOF, the Board has caused this instrument to be executed by its duly authorized officer and the CEA has caused this instrument to be executed by its duly authorized officer, all as of the day and year first written above.

FOR CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION, Chelsea, Michigan:

\_\_\_\_\_, PRESIDENT

FOR CHELSEA EDUCATION ASSOCIATION, Chelsea, Michigan:

\_\_\_\_\_, PRESIDENT

CHELSEA SCHOOL DISTRICT  
EXHIBIT A  
TO AGREEMENT OF JUNE 30, 1966

The Basic Salary Schedule for the ten-month school year shall be as follows:

<u>Step</u>	<u>Effective</u> <u>September 1, 1966</u>		<u>Effective</u> <u>September 1, 1967</u>	
	<u>BA</u>	<u>MA</u>	<u>BA</u>	<u>MA</u>
1	\$5100	\$5600	\$5300	\$6000
2	5300 ✓	5800	5500	6200
3	5500 ✓	6000	5700	6400
4	6000 ✓	6500	6200	6900
5	6300 3	6800	6500	7200
6	6600 3	7100	6800	7500
7	6800 ✓	7300	7000	7700
8	7000 ✓	7500	7200	7900
9	7200 ✓	7800	7400	8200
10	7400 ✓	8100	7600	8500
11	7600 ✓	8400	7800	8800
12	7800	8700	8000	9100
13	8000	9000	8200	9400

MA, as used in the above schedule, shall be construed to mean also BA plus at least 30 credit hours.

Extended time pay shall be computed at the rate of 10% of the individual teacher's basic salary for each additional full month of duty.

## Exhibit A, Continued:

EXTRA-DUTY SERVICES

The following Extra-Duty Service ten-month school year rates shall be in addition to the Basic Salary Schedule:

Band Director	.090
Athletic Director	.080
Audio-Visual Director	.080
Assistant Band Director	.050
Yearbook Advisor	.040
Science and Math Department Head	.040
English Department Head	.040
Musical / 3 Act Play Director	.040
Senior High Newspaper Advisor	.030
Vocal Music Director	.030
Senior Class Advisor	.020
Cheerleaders Advisor	.020
Junior Class Advisor	.020
Junior High Newspaper Advisor	.020
Junior High Annual	.015

In calculating the Extra-Duty Service amounts, the above factors are to be applied to the BA Basic Salary Schedule, at the time in effect, by multiplying the factors by the appropriate Step as determined on the basis of actual Extra-Duty Service experience in the particular assignment.

## Exhibit A, Continued:

COACHING SERVICES

The following Coaching Service ten-month school year rates shall be in addition to the Basic Salary Schedule:

Head Basketball	.110
Head Football	.100
J. V. Basketball	.085
Head Track	.080
Wrestling	.080
Assistant Football	.075
Head J. V. Football	.070
Freshman Basketball	.070
Head Baseball	.070
Junior High Basketball	.065
J. V. Assistant Football	.060
Head Junior High Spring Sports and Assistant Track	.060
Junior High Head Football	.055
Head Golf	.050
Junior High Assistant Football	.040
J. V. Baseball	.030

In calculating the Coaching Service amounts, the above factors are to be applied to the BA Basic Salary Schedule, at the time in effect, by multiplying the factors by the appropriate Step as determined on the basis of actual Coaching experience in the particular assignment.

Exhibit A, Continued:

SUBSTITUTE TEACHER PAY

Effective September 1, 1966, pay for substitute teachers shall be at the rate of \$3.60 per hour, or if on a full day basis, at the rate of \$18.00 per day.

Effective September 1, 1967, pay for substitute teachers shall be at the rate of \$4.00 per hour, or if on a full day basis, at the rate of \$20.00 per day.

DRIVER EDUCATION TEACHER PAY

Effective July 1, 1966, pay for Driver Education teachers shall be at the rate of \$3.50 per hour for behind-the-wheel time, and at the rate of \$500.00 per year for classwork teaching.

Effective July 1, 1967, pay for Driver Education teachers shall be at the rate of \$4.00 per hour for behind-the-wheel time, and at the rate of \$500.00 per year for classwork teaching.

SPECIAL EDUCATION TEACHER PAY

Pay for Special Education teachers will be Step 1 of the appropriate Basic Salary Schedule plus 10%, with such per centum factor decreased at each succeeding Step by 2%.

IN WITNESS WHEREOF, the Board has caused this instrument to be executed by its duly authorized officer and the CEA has caused this instrument to be executed by its duly authorized officer, all as of the day and year first written above.

FOR CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION, Chelsea, Michigan:

\_\_\_\_\_, PRESIDENT

FOR CHELSEA EDUCATION ASSOCIATION, Chelsea, Michigan:

\_\_\_\_\_, PRESIDENT