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Boyer Falls Public School

BOYNE FALLS EDUCATION ASSOCIATION AGREEMENT

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Prepared by

Continued Professional Negotiation Committee

Boyer Falls Public School

Boyer Falls, Michigan

MEA

1216 Hendale

East Lansing, Mich.

48822

9/1/1967- 6/30/72

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BOYNE FALLS EDUCATION ASSOCIATION AGREEMENT

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This Agreement entered into this first day of September, 1967 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 and the Association recognize and declare that providing a quality education for the children of Boyne Falls is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, 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,

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 11 of Act 379, Public Acts of 1965, for all professional 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 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 has been given opportunity to be present at such adjustment.

C. 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.

ARTICLE III

Teachers Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State

of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution 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 his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The parties specifically recognizes the right of either party to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the parties agree to be bound by any lawful order or award thereof.

C. The Board agrees to furnish to the Association in response to reasonable request 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 and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

Professional Compensation

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

E. 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 professional compensation as outlined in the salary schedule set forth in Schedule A of this Agreement.

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

D. Any certified teacher shall be released from regular duties without loss of pay not more than two days each school year in order to attend bonafide related professional meetings, exclusive of M. E. A. Regional Conference and County Institute. These days shall not be cumulative.

ARTICLE V

Teaching Loads and Assignments

A. The weekly teaching loads will be worked out in co-operation with administration prior to the opening of school in September. The committee shall consist of two teachers from the elementary and one teacher from the high school appointed by the superintendent.

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.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by the superintendent as soon as practicable and prior to the closing of school in the Spring. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

Teaching Conditions

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education which is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. 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 for the purpose of improving the selection and use of such educational tools and the Board undertakes to promptly implement all joint decisions thereon made by its representatives and the representatives of the Association. The Board agrees at all times to keep the school 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 the school building a restroom and lavatory facilities exclusively for teacher use and two rooms appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

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

F. Adequate parking facilities shall be made available to teachers for their exclusive use.

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G. 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 unless they affect the teachers relationship with students and with the discharge of his teaching duties.

H. 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 in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in the school building. No vacancy shall be filled on a temporary basis, except in case of emergency.

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, including promotions to supervisory and executive levels.

ARTICLE VIII

Sick-Leave Pay

A. All teachers absent from duty on account of personal 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 of not more than 90 days for the unused portion of each year's sick leave which shall be available in future years.

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

D. The provisions of this Article shall be retroactive to September 1, 1964. Accumulated sick leave shall be calculated from September 1, 1964.

ARTICLE IX

Leaves 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 substantially equivalent position.

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

- (1) Two days, each year, not accumulative, for the conduct of personal affairs.
- (2) A maximum of five (5) days per school year for a death in the immediate family.

C. 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.

AMMENDMENTS

1. Leaves of absence without pay

- a. The board shall grant a maternity leave to tenure teachers or to probationary teachers who have been approved for tenure status for one year. (add to IX C)
- b. Upon approval of the Board, a leave shall be granted to a tenure teacher who desires to improve himself through a fulltime study program.
- c. Personal illness (IX A)
- d. Other leaves may be granted by the Board.

The teacher, upon return from such leaves, shall advance one step on the salary schedule.

Example: A teacher serving three years in the Boyne Falls District and is granted a years leave of absence would return at the fourth year of experience on the salary schedule.

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. Teachers who are officers of the state 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 receive credit toward annual salary increment on the schedule appropriate to their rank.

E. 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.

C. No teacher shall be discipline, 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 asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

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 in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian of emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears 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 assault by a pupil upon a teacher, during regular school hours or authorized school activities, shall 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. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

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ARTICLE XII

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meets, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. 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.

C. 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 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 membership of the Association; but the 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.

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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

ARTICLE VIII

Professional Grievance Negotiation 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 whom 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 the 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 2 of these Procedures.

C. Structure

1. There shall be one or more Association Representatives to be selected in a manner determined by the Association.
2. 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.
3. The Board hereby designates the superintendent as its representative.

D. Procedure

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

If the grievance is filed on or after May 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

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.

2. Level Two

- (a) In the event the aggrieved 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. The Association Representative will assist in writing the grievance.
- (b) Within (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. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent. 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 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. 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 transmitted to the State Labor Mediation Board or to the MEA Board of References; either channel may be used at the discretion of the party transmitting the grievance.

8. 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, however, that any teacher may in no event be represented by an officer, agent, or other representative, of any organization other than the Association. Provided further, 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 judgment of the Association 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.

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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 of interest.
 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.
 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

Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 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. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. The Association shall deal with ethical problems arising under the Code of ethics of the Michigan Education Association in accordance with the terms thereof and the Board recognizes that this is considered by the Association and its membership to define acceptable criteria of professional behavior.
- D. 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 contract shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. 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.

F. 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 shall continue in full force and effect.

G. Personnel Policies Committee shall be established.

H. Teachers shall not be required to report for duty on days when the weather is too severe for students to be present.

ARTICLE XV

This agreement shall terminate on the 30th day of June, 1972 and shall not be extended orally.

Miss Lois Kingma

Mr. Dale Reinhardt

Mr. Sylvester Czerkies

Mr. Floyd Hausler Jr.

Mr. Everett Kircher

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.

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 some other Insurance Company which has been mutually agreed upon by Board and Teachers.

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

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

To qualify for B. A. + 15, a teacher must submit transcripts to the Superintendent prior to the first day of school.

AMENDMENTS

1. Leaves of absence without pay

- a. The board shall grant a maternity leave to tenure teachers or to probationary teachers who have been approved for tenure status for one year. (add to IX. C.)
- b. Upon approval of the superintendent, a leave shall be granted to a tenure teacher who desires to improve himself through a full-time study program.
- c. Personal illness (IX. A.)
- d. Other leaves may be granted by the board.

The teacher, upon return from such leaves, will be placed on the salary schedule without loss of increment or accumulated sick days.

2. A teacher retired from the system shall be included in group insurance plans if they desire to continue paying the premium.

1971-72 Salary Schedule

SCHEDULE A

| Step | B. A. | B. A. + 15 | M. A. |
|------|-------|------------|--------|
| 0 | 7,025 | 7,225 | 7,425 |
| 1 | 7,265 | 7,465 | 7,665 |
| 2 | 7,515 | 7,715 | 7,915 |
| 3 | 7,775 | 7,975 | 8,175 |
| 4 | 8,045 | 8,245 | 8,445 |
| 5 | 8,326 | 8,526 | 8,726 |
| 6 | 8,618 | 8,818 | 9,018 |
| 7 | 8,922 | 9,122 | 9,322 |
| 8 | 9,238 | 9,438 | 9,638 |
| 9 | 9,567 | 9,767 | 9,967 |
| 10 | 9,909 | 10,109 | 10,309 |

(Non-degree Personnel shall be paid at the rate of 80% of the B. A. step.)

SCHEDULE B

| | |
|----------------------------------|--------|
| Varsity Basketball | 742.00 |
| Jr. Varsity Basketball | 477.00 |
| Baseball | 371.00 |
| Track | 291.00 |
| Jr. High Basketball | 265.00 |
| Cheerleader Advisor | 159.00 |
| 7th & 8th grade advisor (each) | 53.00 |
| 9th & 10th grade advisor (each) | 79.50 |
| 11th & 12th grade advisor (each) | 106.00 |