

MEA

1967-68

6/30/68 Ratified De Tour 16

# De Tour

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Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

De Tour Township Schools

MEA  
1216 Kendall  
E. Lansing, Mi.  
48824

This agreement entered into this 30 day of Aug, 1967,  
by and between the Board of Education of DeTour Township Schools, DeTour Village,  
Michigan, hereinafter called the "Board" and the DeTour 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 the DeTour reorganized school district  
is their mutual aim and that the character of such education depends predom-  
inately upon the quality and morale of the teaching services,

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 represent-  
ative of its employees with respect to hours, wages, terms and conditions of  
employment, and

WHEREAS the parties, following extended and deliberate professional negoti-  
ations, have reached certain understandings which they desire to memorialize,  
In consideration of the following mutual covenants, it is hereby agreed as  
follows:

ARTICLE I

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 professional personnel, including personnel on tenure, probation,  
and on per diem appointments, classroom teachers, substitute teachers or

guidance counselors, secretaries, teachers' aides, bus drivers, cooks, or other regular employees. The term employees, 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. Supervisory and executive personnel shall be excluded from the bargaining unit.

B. The Board agrees not to negotiate with any employees' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the 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. Within 30 days of the beginning of their employment hereunder, employees who are members of the Association must sign and deliver to the Board an assignment authorizing deduction of membership dues for this Association. Membership dues for the National Education Association and/or the Michigan Education Association may be deducted if desired and authorized by the individual employee.

D. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### EMPLOYEES 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 employee 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 employee 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 Association and its members shall have the right to use the school building facilities at all reasonable hours for their meetings. Established media of communications shall be made available to the Association and its members. The PA system may be used for brief announcements of Association meetings after administration approval.

C. The Board agrees to make available for Association inspection all school financial records. A copy of the agenda of the Board of Education shall be made available to employees prior to each Board of Education meeting.

### ARTICLE III

#### MANAGEMENT RIGHTS CLAUSE

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system

and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the means and methods of instruction, the selection of textbooks, after consultation with a faculty committee of appropriate teachers involved and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing 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 the total 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 the State of Michigan, and the Constitution and laws of the United States."

ARTICLE IV

PROFESSIONAL COMPENSATION - SALARY SCHEDULE

Non-Instructional

A. Bus Drivers

Rate \$3.25 per hour - Driving time to be determined by actual time on the route plus one half ( $\frac{1}{2}$ ) hour time allowed for cleaning, warm up, and fueling the bus. Driving time for each route to be determined by September 8, 1967.

Rate for extra trips remains the same as last year.

B. Clerks - 9 months

Compensation \$2,600 per year. No vacation during the 9 months.

C. Secretary to the Principal (9 months plus summer library vacation - 20 hours)

Compensation \$3,750. Board will supply a substitute librarian for 2 weeks during the summer at a rate of 10 hours a week.

D. Secretary to the Superintendent (12 months)

Compensation 1967-68 \$5,500 with 4 weeks vacation

1968-69 - \$5,600 with 4 weeks vacation

1969-70 - \$5,700 with 4 weeks vacation - contract expires June 30, 1970

E. Cooks

Headcook - rate \$1.65 per hour - Hooper and Richwine

Assistant Cooks - rate \$1.40 per hour - LaPoint and Schopp

F. Custodians

Lloyd Fairchild - \$5,000 - 1 year contract with 3 weeks vacation

Alvin Warner - \$5,500 - 3 year contract with 3 weeks vacation per year with contract to expire June 30, 1970.

Mrs. Alvin Warner - \$4,500 - 3 year contract with 3 weeks vacation per year with contract to expire June 30, 1970.

Instructional - Bachelor Degree

Base \$5,975 with 10 steps - each step 4% of the previous step. The increment for a Master's degree will be \$400.00. New teachers will be allowed up to 5 years experience as a certified degree teacher for salary purposes.

- 0 - \$5,975
- 1 - 6,214
- 2 - 6,463
- 3 - 6,722
- 4 - 6,991
- 5 - 7,271
- 6 - 7,562
- 7 - 7,864
- 8 - 8,179
- 9 - 8,506

Instructional: Non-degree - Life Certificate - \$5,000

EXTRA CURRICULAR ACTIVITIES

Athletic Director	\$500
Head Football	475
Asst. Football	300
Head Basketball	500
Asst. Basketball	325
Jr. Basketball	200
Cross Country	175
Track	225
Baseball	300
Cheerleader Advisor	150
Senior Class Advisor	100
Junior Class Advisor	100
Driver Training	3.75 per hour

## ARTICLE V

### EMPLOYEE HOURS

- A. All teachers shall be entitled to a duty-free, uninterrupted lunch period of equal duration of at least 30 minutes.
- B. The teaching day shall begin at 8:40 a.m. and close at 3:40 p.m. The Administration has the right to request meetings exceeding these hours.
- C. Clerks day begin at 8:40 a.m. and will close at 3:40 p.m.
- D. Secretary to the Superintendent and Secretary to the Principal day begins at 8:40 a.m. and ends at 3:40 p.m.

## ARTICLE VI

### TEACHING LOAD AND ASSIGNMENTS

- A. The normal weekly teaching load in the high school will be 25 teaching periods and supervised study periods, and 5 unassigned preparation periods. An attempt will be made to hold the number of class preparations to a minimum.
- B. Since pupils are entitled to be taught by teachers who are working within their assigned area of competence, teachers, as a rule, 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. Every effort will be made to notify teachers of their following years assignment and place of assignment by June 1 of the current year.
- D. If a teacher shall accept temporary substitute duty during his free period he shall receive period credit.
- E. Activity work schedule shall be assigned at the start of the school year on an equal basis and the athletic director shall draw up the schedule with the approval of the Principal.



## ARTICLE VII

### TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that 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 be responsible for child supervision during school hours 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.

## ARTICLE VIII

### 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 appropriate posting in every school building. No vacancy shall be filled, except in case of an emergency on a temporary basis, until such vacancy shall have been posted for at least 15 days.
- B. Any qualified 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, service in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff. "Service in the system", for the purpose of this agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on a Board sanctioned leave of absence.
- C. Should changes necessitate reduction in the number of teachers employed the Board will retain in service those teachers with permanent certificates prepared to teach in their major and minor fields and having the longest service in the district.

ARTICLE IX

TRANSFERS

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 X

SICK LEAVE PAY

A. All employees absent from duty, due to illness or death in the immediate family, shall be allowed full pay for a total of ten (10) days per school year cumulative to 40 days. Bus drivers shall receive five (5) days sick leave in any one (1) school year accumulating to 20 days.

B. Upon prior request and with the approval of the administration, four (4) days sick leave may be used by an employee for personal business. Personal business days do not accrue.

C. Any employee who is absent because of an injury or disease incurred on the job as a DeTour Township Schools employee, under the Michigan Workman's Compensation Law, shall receive from the Board per week the difference between the allowance under the Workman's Compensation Law and \$50 for the duration of the illness up to 26 weeks.

Unused 1965-66 and 66-67 sick leave to be accrued and added to future leave time.

ARTICLE XI

LEAVE OF ABSENCE

A. Any employees whose personal illness extends beyond the period compensated under Article 10 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, or a substantially equivalent position, if available.

B. Leaves of absence without pay shall be granted upon application for the following purposes.

1. Study related to the employees license field.
2. Study, research, or special employees assignments involving probable advantage to the school system.

C. An employee, upon return from Sabbatical leave, of not more than one school year, shall be restored to his former position if available, or to a position, if available, of like nature, seniority, and status.

D. Military leaves of absence shall be granted to any employee who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

E. Employees on military or a year educational 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.

#### ARTICLE XII

##### TERMINAL LEAVE

None

#### ARTICLE XIII

##### INSURANCE PROTECTION

None

#### ARTICLE XIV

##### TEACHER EVALUATION - EMPLOYEE EVALUATION

A. Each teacher shall have the right, upon request, to review the contents of his own local evaluation file. A representative of the Association may be requested to accompany the teacher in such review.

B. A teacher may at all times be entitled to have present a silent 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. Conditions specified in part B above shall hold true for any employee who is a member of the Association.

D. Each evaluation shall be made in person and shall be conducted openly with full knowledge of the teacher.

#### ARTICLE XV

##### PROTECTION OF EMPLOYEES

A. Since the teachers' authority and effectiveness in their classrooms 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 and employees with respect to the maintenance of control and discipline on school property. The Board further recognizes that an employee 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 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. If a teacher is absent as a result of court action connected with said teachers duties he shall be entitled to full compensation unless he is finally adjudicated guilty of a crime.

C. Any formal complaints, verbal or written, towards an employee shall be promptly called to the employees attention and the plaintiff shall be identified.

D. Employees 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 gross negligence or gross neglect of duty, for any damage or loss to person or property.

#### ARTICLE XVI

##### NEGOTIATION PROCEDURES

A. It is contemplated that serious 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 majority request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving 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.

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 measure it may deem appropriate.

#### ARTICLE XVII

##### PROFESSIONAL GRIEVANCE - NEGOTIATION PROCEDURE

- A. Any member of the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the superintendent of schools of the district.
- B. Within five (5) days of receipt of the grievance, the superintendent shall meet with the Association in an effort to resolve the grievance. Affected employees may or may not be present at such meeting. The superintendent shall have ten (10) days from receipt to approve or disapprove it in writing. If the grievance shall be denied by the superintendent, a copy of said denial shall be supplied to the Association and to the Board and a written decision shall be made by the Board within ten (10) days of the said meeting.
- C. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to Michigan State Labor Mediation Board to mediation before an impartial mediator.

#### ARTICLE XVIII

##### PROFESSIONAL STUDY

#### ARTICLE XIX

##### MISCELLANEOUS

- A. Employees shall call the immediate supervisor in case of illness.
- B. In case school is to be called off for a day the administration will, to the best of its ability, so inform its employees.
- C. This agreement shall take precedence on all matters contained herein. All

future individual teacher contracts shall be made expressly subject to the terms of this agreement.

D. Copies of this agreement shall be printed at the expense of the Board and presented to all Association members.

E. Calendar

1967

Aug. 30 - School Opens

Sept. 4 - Labor Day

Sept. 5 - School Resumes

Oct. 5 - State T. I. - Professional Day

Oct. 6 - State T. I. - Professional Day

Oct. 20 - 1st Marking Period

Nov. 20 - Holiday

Nov. 21 - Holiday

Nov. 22 - Holiday

Nov. 23 - Thanksgiving Day (Holiday)

Nov. 24 - Vacation Day

Nov. 27 - School Resumes

Dec. 1 - 2nd Marking Period

Dec. 22 - Dismiss (Christmas) - Noon

1968

Jan. 2 - Resume School

Jan 19 - 3rd Marking Period

Mar. 1 - 4th Marking Period

Apr. 11 -  $\frac{1}{2}$  Day

Apr. 12 - Easter Vacation

Apr. 16 - Resume School

Apr. 19 - 5th Marking Period

May 26 - Baccalaureate

May 29 -  $\frac{1}{2}$  Day

May 30 - Memorial Day Vacation

May 31 - Last Day of School

May 31 - Report Cards Issued

May 31 - Commencement

Attendance Days - 180

Membership Days - 180

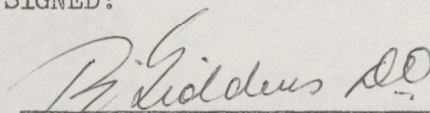
Holidays, Vacation Days, and Professional Days are not counted in membership.

ARTICLE XX

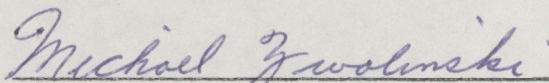
DURATION

The duration of this contract shall be for the 1967-68 school year and will expire on June 30, 1968.

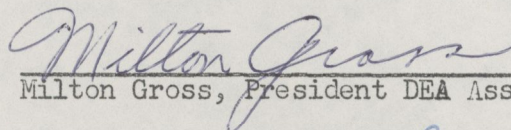
SIGNED:



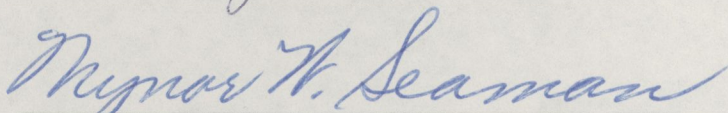
Richard G. Giddens, President Bd. of Ed.



Michael Zwolinski, Secretary Bd. of Ed.



Milton Gross, President DEA Association



Mynor W. Seaman, Secretary DEA Association