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CONTRACTUAL AGREEMENT
BETWEEN
EWEN EDUCATION ASSOCIATION
EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT BOARD OF EDUCATION

This agreement entered into this thirteenth day of June 1967
by and between the Board of Education of the Ewen-Trout Creek
Consolidated School District and the Upper Ontonagon Valley 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 involved school
district, is their mutual aim and that the character of such education
depends in large measure upon the quality and morals 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 have a statutory obligation, pursuant to Act
379 of the Michigan Public Acts of 1965, to bargain with the Associa-
tion 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:

- 2. No.
- 3. Aug 31, 68
- 4. No
- 5. No.

MSA
1216 Kendall
E. Lans. 1 Mi.
488231

Ewen-Trout Creek Cons. Sch. Dist.

Article I

Recognition,

A. The Board hereby recognizes the negotiation committee certified by the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel with the exception of non-teaching supervisory personnel and designated administrative personnel. The term "teacher" when used hereinafter in this agreement, shall refer to the all of the professional employees as above defined and not excepted.

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 fully advised and informed and to protect its interests under this Agreement.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association and the Board shall establish. Such shall be deducted as dues from the regular salaries of all teachers and remitted according to established policy.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable Civil Service Laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

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 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 exercising governmental power under color 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 Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of 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 Board specifically recognizes the right of its employees appropriately 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 Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meeting. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

D. The Board agrees to furnish to the teacher committee negotiating for the Association such data as is necessary in assisting the Association in developing intelligent, accurate, informed, and constructive programs or processing any grievance or complaint. The Board's obligation is limited to what shall constitute reasonable requests.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by the agreement as set forth in Schedules A shall constitute an integral part of the agreement and shall be in effect from September 1, 1967, to August 31, 1968.

B. The salary schedule is based upon a normal weekly teaching load during normal teaching hours. For extra work and/or time spent after the normal school day required by the administration or agreed upon a teacher and the administration, there shall be additional compensation. These additional duties shall be, as much as possible, on a scheduled basis as in Schedule C attached.

C. When and if it becomes necessary to use regular school time for arbitration or negotiation with the Board, a teacher so involved shall be released from school duties without loss of salary.

D. Teachers shall be released from regular duties without loss of salary to attend the area or regional meeting of the MEA. Any time needed for this beyond two days shall be subject to negotiation.

E. The Board and Superintendent have an ethical and legal obligation to hire new personnel to the teaching staff on the basis of the negotiated salary schedule. The teachers shall be informed of any deviation from the schedule through their negotiating committee with

the Board's reason for such deviation. Such deviation shall not be valid beyond one contract year without the approval of the Association.

ARTICLE IV

Conditions of Employment

A. The Boards recognize that teachers spend considerable time beyond the normal school day in lesson planning, class preparation, paper grading, grade computation, and a multiplicity of duties that requires time well beyond a forty-hour week. With this in mind, the Board will not require a teacher to normally spend more than seven hours per day or thirty-five hours per week on the school premises.

B. What constitutes a normal school day, normal teaching loads, normal teaching assignments shall be negotiable matters. An approximation of twenty-five students per class per teacher shall be the general goal as to maximum class size.

C. The Board recognizes the very high desirability of providing a duty-free uninterrupted lunch period for all teachers, one period per day free of class teaching or study hall supervision for secondary teachers, and a fifteen-minute relief time per day for elementary teachers.

D. 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.

E. Teachers who will be affected by a change in grade assignments in the elementary school grades and by change in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1. Such changes will be voluntary to the extent possible.

F. The Board shall furnish, without charge, uniforms for all physical education, home economics, manual training, and chemistry teachers, and shall provide without charge, laundering service therefor.

G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.

H. Teachers shall have, through their negotiating committee, the privilege of consultation with and making recommendation to the Board on policies and practices in which classroom work is detrimentally affected by excessive absenteeism or conflicts with ex-ra-curricular or co-curricular student activities. The Board recognizes the need and desirability of making available for the use of school employees, separate facilities as lunchrooms, restrooms, lavatories, and lounge from those provided for students.

I. Telephone facilities shall be made available to teachers for their reasonable use.

J. 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, so

long as it does not violate either the MEA adopted code of ethics, or the policies of the Board of Education.

ARTICLE V

Vacancies and Promotions

A. The Board recognizes the priority of claims teachers on the staff to vacancies that arise within the school system. Before a vacancy is permanently filled, it shall be published in such manner as is appropriate to allow interested staff members to make applications.

B. The Board supports the policy that, all things being equal, priority shall be given to staff members in filling vacancies.

ARTICLE VI

Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Salary Schedule "C" Paragraph 4, 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 chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five days per school year for a critical illness in immediate family.

2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.

3. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.

4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife.

5. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.

C. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month, except that when this date falls with one school month of the end of the semester, the teacher may be permitted to complete the semester.

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

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

E. The Board shall grant a leave of absence without pay to any teacher to serve in public office.

ARTICLE VII

Teacher Evaluation

A. Each teacher shall have the right, upon request, to review the contents of his own Personnel File with the exception of recognized confidential information. A representative of the Association may be requested to accompany the teacher in such review.

B. A teacher shall at all time 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. But, in no case, shall this extend beyond forty-eight (48) hours after the end of the school day on which said teacher was notified of the alleged violation.

ARTICLE VIII

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 that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physician, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated Representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

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

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty,

for any damage or loss to person or property.

ARTICLE IX

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of 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 meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty days prior to the expiration of the 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 negotiation or bargaining 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 X

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation, or misapplication of any provision of the 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 Board or its designated representative. The Board hereby designates as its representative for such purpose the superintendent of schools when the particular grievance arises.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the representatives of the Association in an effort to resolve the grievance. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the superintendent; he shall have ten days from receipt to approve or disapprove of it. Affected teachers may or may not be present at such meetings. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the claim or prescribe such procedure as it may deem appropriate for consideration of the matter, provided, however, that in no event, except with the express written consent of the Association, shall final determination be made by the Board later than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the claim may be submitted to the arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to an arbitrator the services of the State Mediation Service shall be requested.

E. If any teacher for whom a grievance claim is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

F. The costs of any arbitration under this Article shall be shared jointly by the Board and the Association.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievance claims under this Article to be presented first, to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal claims handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request,

but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be supervisory or executive function.

ARTICLE XII

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 8 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. No polygraph or lie detector device shall be used in any investigation of any teacher.

C. The Association shall be duly advised by the Board of fiscal, budgetary, and tax programs affecting the district and the Association shall, whenever possible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent

with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teachers contract shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

G. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

H. This Agreement shall not be effective until reviewed as to form by council for the Michigan Education Association, whose approval shall in no way constitute the Michigan Education Association or its counsel a party to this Agreement, which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.

ARTICLE XII

Duration of Agreement

This Agreement shall be effective as of September 1, 1967, and shall continue in effect for one (1) year until the last day of August, 1968. This Agreement shall not be extended orally and it

is expressly understood that it shall expire on the date indicated.

SALARY SCHEDULE '67-'68

Years Exp.	Per cent	B.A.	M.A.
0	-	5700	6200
1	3.5	5900	6417
2	7.0	6099	6634
3	10.5	6299	6851
4	14.0	6498	7285
5	17.5	6698	7285
6	21.0	6897	7502
7	24.5	7097	7719
8	28.0	7296	7936
9	31.5	7496	8153

EXPERIENCE

Credit will be given for experience spent in other districts up to a total of ten (10) years experience.

EXTRA DUTY SCHEDULE B.

Debate and Forensics	\$75. each
Three plays	\$75. each
Basketball, varsity	\$500.
Basketball, junior varsity	\$300.
Basketball, junior high	\$200.
Wrestling	\$300.
Track	\$100.
Flag Football	\$100.
Fall Baseball	\$100.

A 10% increment will be included on these payments for every year of experience up to a maximum of 5 years.

School paper, annual advisor, girls athletics, cheerleading advisor, and Saturday basketball payments will be negotiated separately with those persons concerned.

Hospitalization-50% of either Blue Cross or M.E.A. Group Hospitalization insurance will be paid for all full time employees.

Pay Period- 10 or 12 month basis payable every other Friday or the last day of the school week beginning September 15, 1967.

Extra Duty- For extra duty for all extra events scheduled by the Principal, participating teachers will be paid at a rate of \$100. for a maximum of 40 hours duty. All time in excess of 40 hours will be paid at the rate of \$2.50 per hour.

6817	5800	7.5	1
6834	6000	7.5	2
6851	6200	10.5	3
6868	6400	10.5	4
6885	6600	17.5	5
6902	6800	21.0	6
6919	7000	24.5	7
6936	7200	28.0	8
6953	7400	31.5	9

EXPERIENCE

Credit will be given for experience spent in other districts

up to a total of ten (10) years experience.

EXTRA DUTY SCHEDULE B

each	275.	Debate and Forensics
each	275.	Three plays
each	270.	Basketball, Varsity
each	200.	Basketball, Junior Varsity
each	200.	Basketball, Junior High
each	200.	Wrestling
each	200.	Track
each	200.	Play Football
each	200.	Fall Baseball

A 10% increment will be included on these payments for every year of experience up to a maximum of 5 years.

School paper, annual advisor, girls athletics, cheerleading advisor, and Saturday basketball payments will be reported separately with those persons concerned.

Hospitalization insurance will be paid for all full time employees. Hospitalization-50% of either Blue Cross or M.E.A. Group

SCHEDULE "C"
SICK LEAVE BANK PLAN.

1. For each teacher under contract, the bank will be credited with 10 sick leave days.
2. Teachers entering or leaving from the system during the year will add to, or subtract from the bank, the proper amount of days commensurate with their time spent in the system during the current school year, calculated to the nearest whole day.
3. Any teacher may draw on the bank, up to 5 days of sick leave in any school year.
4. The records of the sick leave bank will be kept by the school administrations, with an accurate accounting of all sick leave days credited to and charged against the said bank. These records are to be available for inspection by the association at any time.
5. In the event that a teacher is absent for reasons of illness, more than five days during the school year, he may apply, through the association, for any amount of additional days. Said application will be considered by the Board of Control. This board will have complete control over the disbursement of these additional days.
6. The Board of Control will be staffed jointly by 2 members each from the Association and the Board of Education, plus one administrator appointed by the Superintendent of schools.
7. Any unused days left in the bank plan at the end of the school year, will be added to the plan at the beginning of the next school year.
8. It is understood that there will be no monetary reimbursement what so ever regarding any unused sick leave time during the life of this bank plan.
9. A teachers claim for sick leave from the bank will be limited to the school year in which the disability occurred.
10. The bank shall not be charged with sick leave days for any lost time compensable under the Workmans Compensation Law.

5. With the institution of the bank plan replacing the sick leave plan used in prior years-It is understood that sick leave pay earned by teachers in this system in the past, will not be lost to them, and will be paid to them either upon their retirement from the profession, or from this system. In the event that a teacher wishes to collect this money during his employment in this school system, he shall make application to the Board of Education, through the Superintendent; for payment of this money. It is to be understood that the only reason for refusal of immediate payment by the Board of Education shall be a shortage of finances, and the Board will make a reasonable effort to effect payment as soon as possible.

BOARD OF EDUCATION

BY F. J. Mailman
ITS PRESIDENT

BY Levy Hirsch
ITS SECRETARY

EDUCATION ASSOCIATION

BY Charles Waters
ITS PRESIDENT

BY Arne J. Korhonen
ITS SECRETARY