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AGREEMENT

between the

BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT
and the
FRASER EDUCATION ASSOCIATION

THIS AGREEMENT entered into this 9 day of June, 1966,
by and between the Board of Education of the Fraser Public Schools
District, Macomb County, Michigan, hereinafter called the "Board",
and the Fraser Education Association, an affiliate of the Michigan
Education Association, hereinafter called the "Association".

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WHEREAS the Board and the Association each have the common
objective of providing the best possible educational opportunity for
all children enrolled in the schools consistent with community
resources; and,

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WHEREAS the success of the educational program is dependent
upon the knowledge, skill and creative ability of teachers; and,

WHEREAS the laws of the State of Michigan (Act 379, P.A.
1965) authorize collective bargaining between public employers and
employees with respect to hours, wages, and terms and conditions of
employment; and,

WHEREAS the parties hereto, following extended and
deliberate collective bargaining, have reached understandings which
they desire to incorporate into a formal contract;

NOW THEREFORE, in consideration of the following mutual
covenants, the parties agree as follows:

ARTICLE I

A. ASSOCIATION RECOGNITION - The Board recognizes the
Association as the exclusive bargaining representative of all
certified teaching personnel under contract (hereinafter referred

to as "teacher" or "teachers"), excluding the Superintendent, Assistant Superintendent, Business Manager, teaching Principals, Principals and Assistant Principals.

The Board agrees it shall be unlawful for it:

(a) To interfere with, restrain, or coerce teachers in the exercise of their rights to organize together or to form, join or assist in labor organizations, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, or to negotiate with the Board through representatives of their own free choice;

(b) To initiate, create, dominate, contribute to or interfere with the formation or administration of any labor organization;

(c) To discriminate in regard to hire, terms or other conditions of employment in order to encourage or discourage membership in a labor organization;

(d) To discriminate against a teacher because he has given testimony or instituted proceedings under Act 336, Public Acts of 1947, as amended; or,

(e) To refuse to bargain collectively with the exclusive bargaining representatives of the teachers in respect to rates of pay, wages, hours of employment or other conditions of employment. The Board further agrees that for the purposes of this section, to bargain collectively is the performance of the mutual obligation of the Board and the Association to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

B. DUES DEDUCTIONS - The Board shall deduct from the pay of each teacher from whom it receives an authorization to do so, the required amount of fees for the payment of Association Dues.

The Association agrees to submit forms satisfactory to the Board authorizing the deduction of such dues.

C. BOARD POWERS - The Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States, including the right to manage the school system, establish curriculum content, hire, promote, transfer, assign and retain teachers in positions within the system, and to suspend, demote, discharge or discipline teachers, and to determine the methods, means, and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States of America.

D. The Association agrees that it shall not strike. As used in this context, the word "strike" shall mean the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

ARTICLE II

SALARY SCHEDULE 1966-1967

The Salary Schedule appearing on Page A-1, attached hereto as "Exhibit A", and made a part hereof, shall be in effect during the term of this Agreement.

ARTICLE III

HOSPITAL AND SURGICAL INSURANCE

All teachers covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits for themselves and their dependents on a non-participation basis. The Board shall pay the full cost of such coverage.

The Board shall determine the hospital and surgical insurance plan to be provided, but in no case shall the Board change from the present Blue Cross-Blue Shield Plan without the approval of the Association.

ARTICLE IV

LEAVES OF ABSENCE

A. PERSONAL LEAVE - Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay per school year to be used for reasons of illness or personal business, and such leave days shall be accumulated in a bank which in no event shall exceed one hundred twenty (120) days.

Advance notice of the necessity for such leave shall be given the office of the Board as early as possible.

B. MATERNITY LEAVE - Maternity leave shall be granted without pay for a period not to exceed one (1) full school year to any married woman teacher upon evidence of pregnancy.

Such teacher shall leave her teaching position before the sixth (6th) month of pregnancy; provided, however, that the Board may allow extensions that are in the best interests of the educational program and not detrimental to the health of such teacher.

In the event such teacher is employed by the Board as a substitute teacher for five (5) or more consecutive days in any one position during her maternity leave, she shall be paid in accordance

with the Salary Schedule attached hereto as "Exhibit A", and she shall not be paid at the "substitute teacher" rate.

Written notification of intent to return to the system, accompanied with a physician's written approval, shall be made to the Superintendent by such teacher prior to her reinstatement.

Any benefits under the provisions of this Agreement which would otherwise accrue to a teacher granted maternity leave shall be suspended during her leave of absence. However, any teacher granted maternity leave who enjoys tenure status under the Laws of the State of Michigan, and who has completed one (1) semester or more of the school year prior to her leave, shall be considered to have completed a full year for seniority purposes.

Any teacher granted maternity leave may make arrangements to continue hospitalization and surgical insurance coverage as provided in Article III hereof at her own expense during her leave.

C. SABBATICAL LEAVE - Sabbatical Leave for professional improvement may be granted for a period not to exceed two (2) consecutive semesters in any one (1) school year. Any teacher who holds a Permanent or Life Certificate and who has been employed at least seven (7) consecutive years by the Board (or at the end of each additional period of seven (7) or more consecutive years of employment by the Board) shall be eligible for Sabbatical Leave.

Applications for Sabbatical Leave shall be submitted to the Superintendent of Schools for recommendation to the Board as soon as possible prior to the end of the semester preceding the semester or school year for which such leave is sought.

Any person granted a Sabbatical Leave should return to employment with the school district for at least one (1) year following such leave.

Any teacher granted Sabbatical Leave shall receive one-half (1/2) of his or her salary, full contractual benefits

for the period of the leave, and upon return from a Sabbatical Leave shall be restored to the teacher position, or to a position of like nature, seniority, status and pay, as formerly held.

D. PROFESSIONAL LEAVE - Professional leave to attend conferences, conventions, or similar activities designed to contribute to the effectiveness of the instructional program may be granted in accordance with rules and regulations to be devised and agreed to mutually between the parties.

E. OTHER LEAVES - Other leaves of absence may be granted any teacher upon written application to the Superintendent of Schools for recommendation to the Board in accordance with rules and regulations to be devised and agreed to mutually by the parties.

ARTICLE V

DUTY-FREE LUNCH

Every teacher shall have a duty-free lunch period.

Elementary teachers shall have not less than forty-five (45) minutes for a duty-free lunch period, and secondary teachers shall have not less than thirty (30) minutes for a duty-free lunch period.

In no event shall this Article be construed to permit any school to be unattended at any time during the school day. At least one teacher shall be available in each school during any lunch period for emergencies.

ARTICLE VI

RE-ASSIGNMENT, TRANSFER AND PROMOTION

The Board shall give written notice to the Association of vacancies and new positions created or occurring during the school year. The notice should include any requirements for

applicants and, when possible, any available job descriptions. Except in case of an emergency, no position will be filled within fifteen (15) days from the date of giving notice to the Association.

In filling vacancies or newly created positions, the Board shall first consider the applications and qualifications of teachers presently employed by the District.

Any teacher who is re-assigned shall be notified of such re-assignment as soon as possible and preferably prior to the close of the school year.

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITIONS - A grievance is a complaint about an act or condition which affects the welfare or working conditions of a teacher or a group of teachers, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

An aggrieved party is any teacher, group of teachers, or the Association filing a grievance.

B. PROCEDURE - Problems and grievances shall be presented and adjusted according to the following procedure:

Any teacher with a problem may first informally discuss the matter directly or accompanied by an Association representative with the appropriate member of the administration.

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with the principal of the school in which the grievance arises within ten (10) school days following the act or condition which is the basis of the grievance.

- (a) A grievance may be lodged and thereafter discussed with the principal:
- (1) by a teacher accompanied by an Association representative,
 - (2) through an Association representative if the teacher so requests,
 - (3) by an Association representative in the name of the Association.
- (b) Within ten (10) school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish a copy to the aggrieved party.

Step 2. Within ten (10) school days after receiving the decision of the principal the aggrieved party may appeal to the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

- (a) Within fifteen (15) school days after receipt of the appeal the Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved party.

Step 3. Within ten (10) school days after receiving the decision of the Superintendent, the Association may appeal the decision in writing to the Board of Education. The Board may hold a hearing thereon, may designate a representative to hold a hearing or investigate the grievance, or prescribe a procedure which may seem appropriate for consideration of the grievance, but the Board shall communicate its decision in writing within thirty (30) days after delivery of the appeal by the Association.

Step 4. If the Association is dissatisfied with the decision of the Board of Education, the Association may within twenty (20) days request a meeting with the Board or its representative to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including mediation or binding arbitration.

C. GENERAL - The Board or the Association may submit questions of the interpretation or the application of the provisions of this Agreement to binding arbitration.

Any teacher may present a grievance for adjustment 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.

If a grievance arises of a general nature, the Association may present such grievance directly to the appropriate step.

The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

ARTICLE VIII

RETIREMENT OR TERMINATION

A. LEAVE DAY PAY - Any teacher retiring in accordance with the Michigan Teacher Retirement Act shall be paid a sum of money equal to three-fourths (3/4) of his or her total accumulated personal leave days multiplied by the "daily rate"*.

In all cases where a teacher's service to the district is terminated by death, his or her heirs, or personal representative, shall be paid a sum of money equal to three-fourths (3/4) of his or her total accumulated personal leave days multiplied by the "daily rate"*.

*The "daily rate" shall be the sum of money computed by dividing a teacher's total salary (as determined from "Exhibit A") by the total number of membership days as indicated on the School Calendar for that school year.

B. TERMINAL PAY - In all cases where a teacher leaves, retires or terminates his or her service to the school district, the total amount of the teacher's pay for the period of service for the year shall be determined pro-rata by the total number of membership days of service to the total number of membership days in the school year.

In addition, any teacher who has been employed by the Board for three (3) or more years, and who terminates his or her service with the school district during the period of this Agreement, shall be paid a sum of money equal to one-half (1/2) of his or her total accumulated personal leave days multiplied by the "daily rate"*.

ARTICLE IX

GENERAL PROVISIONS

In the event that any provision of this Agreement shall be held to be contrary to Law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provisions shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

Copies of this Agreement are provided to all teachers at the expense of the Board.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. SCHOOL CALENDAR - The Board agrees to submit the proposed School Calendar to the Association not less than ten (10) days prior to the meeting of the Board at which the calendar will be considered for adoption. The Board agrees to recognize a

*The "daily rate" shall be the sum of money computed by dividing a teacher's total salary (as determined from "Exhibit A") by the total number of membership days as indicated on the School Calendar for that school year.

representative of the Association at said Board Meeting for the purpose of discussion of the question of the adoption of the School Calendar.

B. BUILDING USE - The Association and its members shall have the right to use buildings in accordance with the existing "Building Use Policy".

C. INFORMATION EXCHANGE - The Association and the Board agree to exchange any financial, curricular or other information as may be mutually agreed upon between the parties.

D. PERSONNEL FILES - All teachers have the right to review their own personnel file exclusive of confidential university credentials.

E. TENURE EVALUATIONS - Teachers may have an Association representative present at all official tenure evaluations.

F. STUDY COMMITTEES - The Board and the Association will establish a curriculum study committee to meet at least three (3) times during the period of this Agreement to develop improved educational programs, e.g. instruction of music, physical education and art in the elementary schools; pupil-classroom teacher ratio, et cetera.

A professional study committee consisting of representatives of the Association and the Board shall be established for the following purposes:

- (a) To investigate tax deferred annuities;
- (b) To investigate protection of income plans;
- (c) To investigate improvement of teacher evaluation forms and procedures;
- (d) To develop rules and regulations regarding personal leave days.

G. COMPLAINTS - Direct complaints or compliments of parents should be communicated to teachers.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall continue in effect for a period of one (1) year commencing July 1, 1966 and ending June 30, 1967.

1966-67 SALARY SCHEDULE*

SALARY STEP	I		II		III		IV		V	
	Bachelors		Bachelors + 20 Hours		Masters or Equivalent		Masters + 15 Hours		Masters + 30 Hours	
Years Experience	AMOUNT	FACTOR	AMOUNT	FACTOR	AMOUNT	FACTOR	AMOUNT	FACTOR	AMOUNT	FACTOR
0	\$5,600	1.000	\$5,880	1.050	\$ 6,160	1.100	\$ 6,440	1.150	\$ 6,720	1.200
1	5,930	1.059	6,244	1.115	6,535	1.167	6,826	1.219	7,118	1.271
2	6,261	1.118	6,608	1.180	6,910	1.234	7,213	1.288	7,515	1.342
3	6,614	1.181	6,972	1.245	7,286	1.301	7,599	1.357	7,913	1.413
4	6,966	1.244	7,347	1.312	7,675	1.3705	8,000	1.4285	8,324	1.4865
5	7,319	1.307	7,722	1.379	8,064	1.4400	8,400	1.5000	8,736	1.5600
6	7,672	1.370	8,098	1.446	8,453	1.5095	8,800	1.5715	9,148	1.6335
7	8,024	1.433	8,473	1.513	8,842	1.5790	9,201	1.6430	9,559	1.7070
8	8,394	1.499	8,848	1.580	9,232	1.6485	9,601	1.7145	9,971	1.7805
9	8,764	1.565	9,223	1.647	9,621	1.7180	10,002	1.7860	10,382	1.8540
10 or more	9,134	1.631	9,598	1.714	10,010	1.7875	10,402	1.8575	10,792	1.9275

*This Salary Schedule is a schedule of salaries: the factor computed and shown for the various steps is for statistical purposes.

A-1

EXHIBIT A

"EXHIBIT A"
(Continued)

The Board agrees to place teachers on the above salary schedule according to the following:

EXPERIENCE - Teachers will be given full credit for the number of years of teaching experience obtained in their employment by the Board, full credit for the first three (3) years of outside teaching experience, and minus one (1) year for more than three (3) years of outside teaching experience, and placed on the appropriate numbered salary step accordingly.

BACHELORS - Teachers who possess a Baccalaureate Degree and a Michigan Special, Provisional, Permanent or Life Certificate, shall be placed on Schedule I.

BACHELORS + 20 HOURS - Teachers who have completed at least twenty (20) semester hours of university approved study beyond the Baccalaureate Degree subsequent to obtaining a Michigan Provisional, Permanent or Life Certificate, shall be placed on Schedule II.

MASTERS OR EQUIVALENT - Teachers who possess a Master's Degree or who have completed at least thirty (30) semester hours of university approved study in their teaching field beyond the Baccalaureate Degree and subsequent to obtaining a Michigan Provisional, Permanent or Life Certificate, shall be placed on Schedule III.

MASTERS + 15 HOURS - Teachers who have completed at least fifteen (15) semester hours of university approved study beyond a Master's Degree shall be placed on Schedule IV.

MASTERS +30 HOURS - Teachers who have obtained an Education Specialists Degree or who have completed at least thirty (30) semester hours of university approved study in their teaching field, area or responsibility, or toward an advanced degree, shall be placed on Schedule V.

"EXHIBIT A"
(Continued)

EXTRA CURRICULAR SALARY SCHEDULE

In addition to the salary set forth in the preceding Salary Schedule, a teacher assigned one of the following extra curricular athletic activities shall receive the additional sum of money computed by multiplying the percentage set opposite their respective assignment to that salary on the step of Column I of the Salary Schedule as determined by the teachers' years of coaching experience in the sport or assigned activity:

<u>ATHLETIC ASSIGNMENTS</u>	<u>PERCENTAGE</u>
Football Director & Varsity Coach	9
Assistant Varsity Football Coach	7
J. V. Football Coach	7
Assistant J. V. Football Coach	6
Freshman Football Coach	6
Assistant Freshman Football Coach	5
Cross Country And Assistant Track Coach	8
Basketball Director & Varsity Coach	9
J. V. Basketball Coach	7
Freshman Basketball Coach	6
Varsity Wrestling Coach	7
Baseball Director & Varsity Coach	7
J. V. Baseball Coach	5
Varsity Track Coach	7
Varsity Tennis Coach	6
Girl's Softball Coach	2
Varsity Cheerleader	3
Ninth Grade Cheerleader Coach	1
Athletic Director	7

In addition to the salary set forth in the preceding Salary Schedule, a teacher assigned one of the following extra curricular subject-matter related activities shall receive the additional sum of money computed by multiplying the percentage set opposite their

respective assignment to that salary on the Salary Schedule which is their actual salary.

<u>SUBJECT-MATTER RELATED ASSIGNMENTS</u>	<u>PERCENTAGE</u>
Instrumental Teacher, High School	7
Instrumental Teacher, Junior High	5
Instrumental Teacher, Elementary	3
Co-Op Training Program Coordinator, Trades & Industry	3
Co-Op Training Program Coordinator, Retail	3
Co-Op Training Program Coordinator, Business	3
Play Director, Senior Play	2
Play Director, General	2
Yearbook Director	5
Girl's Athletic Association Director	3
Asst. Girl's Athletic Association Director	2
Forensics, Fall	2
Forensics, Spring	2
Newspaper, High School	4
Department Head, 10 or more teachers per department	5
Department Head, 6 to 9 teachers per department	4
Department Head, 3 to 5 teachers per department	3
Department Head, Instrumental, Grades 5-12	3
Director, Vocational Education	5
Director, Adult Education, per term	2

SUMMER SCHOOL PAY

All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate, shall receive Five (\$5.00) Dollars per class hour for teaching Summer School Classes for the 1966 Summer Session and Six (\$6.00) Dollars per class hour for teaching Summer School Classes for the 1967 Summer Session.

ADULT EDUCATION PAY

All teachers who have obtained a Baccalaureate Degree and possess a Provisional, Permanent or Life Certificate, shall receive Six (\$6.00) Dollars per class hour for teaching Adult Education Classes.

OPTIONAL PAY PRIVILEGE

All teachers have the option of receiving their pay in twenty (20) or twenty-six (26) installments. The Board will indicate pay

days on the official School Calendar prior to the commencement of the school year.

Pay day shall be the last day of school in any pay period.

SPECIAL EDUCATION

Any teacher possessing a Baccalaureate Degree and a Provisional, Permanent or Life Certificate and who is certified by the Michigan Department of Education to teach Special Education, shall receive in addition to the amount of salary as determined on the preceding Salary Schedule the sum of Four Hundred (\$400.00) Dollars.

IN WITNESS WHEREOF the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION
FRASER PUBLIC SCHOOLS DISTRICT

A. PAGE COLEMAN, President

WILLIAM A. WRIGHT, JR., Secretary

FRASER EDUCATION ASSOCIATION

ROBERT HATFIELD

MILDRED ELLIS

JAMES MILLER

THEODORE STRIEWSKI

WILLIAM ROUNDS

WARREN FAHNER

Ratified by the Board of Education of Fraser Public Schools District on _____.

Ratified by the Fraser Education Association on _____.