

1969

Mr. Clark Oliver - President

Mr. Les Morford - Chm - Negotiations Team

Research

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AGREEMENT BETWEEN

BOARD OF EDUCATION
GREENVILLE PUBLIC SCHOOLS

AND

GREENVILLE EDUCATION ASSOCIATION

Greenville Public Schools

MEA
1216 Wendale
East Lansing, Mich. 48823

A G R E E M E N T

This Agreement entered into this _____ day of _____, 1966
by and between the Board of Education of the Greenville School District,
hereinafter called the "Board" and the Greenville Education Association,
hereinafter called the "Association",

W I T N E S S E T H:

WHEREAS the Board and the Association recognize and declare that
providing a quality education for the children of the Greenville District
is their mutual aim and that the character of such education depends
predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly
qualified to assist the Board and its Administrative Staff in formulating
policies and programs designed to provide high 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 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

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11, Act 379, Public Acts, 1965, of all certified personnel under contract with the Greenville Public Schools, excluding Substitute Teachers, Nurses, Superintendents, Assistant Superintendents, Principals, Assistant Principals, other supervisory and executive employees and office, clerical and non-professional personnel. Also excluded from bargaining is the salary and pay for extra activities and assignments not included in the normal school day or normal school year except as provided specifically elsewhere in this contract. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association for purposes of bargaining in the bargaining or negotiating unit as above defined and shall include both male and female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement with respect to personnel in the bargaining unit. 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. Within thirty days of the beginning of the school year, teachers may sign and deliver to the Board an assignment authorizing the deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association). Dues for the Local District, State and National Association shall be deducted in approximately equal portions in October, November and December from the regular salaries of all teachers who authorize it. Such deductions shall not be made from the same pay check from which deduction is made for insurance.

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

Teacher 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 of 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, nor 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 buildings at reasonable hours for meetings, paying for any extra custodial services which such use requires. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises so long as they are in good taste and would not tend to distract from the proper performance of their duties.

D. The Board agrees to furnish authorized representatives of the Association such financial and personnel information that might rightfully be divulged to anybody. Such request should be made in time to allow a two-week period for assembly, if necessary. All such information will be made available in the form used by the business office. Any exception will be by agreement either with the business office or the Superintendent.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement for the school years 1966-67 and 1967-68 are set forth in Schedule A which is attached to and incorporated in this Agreement. Upon written notice given to the other party at least ninety (90) days prior to the first day of March, 1968, either party may request the reopening of this Agreement for purposes of renegotiating such salary schedule for the school year 1968-69

B. The salary schedule is based upon a normal teaching load during the regular school year of approximately nine and one-half (9 1/2) months. The normal teaching day consists of eight (8) hours, including a lunch period, except that teachers shall be entitled to leave the building on Friday of each week ten minutes after the dismissal of school in their respective building.

At the same time the teachers recognize that their professional responsibility to their students and profession requires the expenditure of time beyond the normal school day for such matters as preparing lessons and schedules, grading papers, attending periodic staff or departmental meetings, meeting parents, etc.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) minutes. Exceptions to this shall be on a voluntary basis for which additional compensation will be provided.

D. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary when such negotiation is held during the school day at the request of the Board.

ARTICLE IV

Teaching Loads and Assignments

A. The Board will at all times include in the normal daily teaching load of full time Junior and Senior High teachers an unassigned preparation period of at least forty-five (45) minutes. Elementary teachers will be allowed relief time of at least fifteen (15) minutes per day to be taken during recess or other periods when their presence in the classroom is not required.

B. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor fields of study except for good cause.

C. It is recognized that all transfers and changes of individual grade or building assignments in the elementary school grades and of subject assignment in the secondary school grades are the responsibility of the Administrative Staff. At the same time, however, the Administrative Staff will try to make such transfers and changes on a voluntary basis to the extent they are feasible under the prevailing circumstances.

All teachers on tenure and those taken off tenure because of the Greenville School District retirement policy, will be notified of their grade or subject assignments by June 1. After that date their assignment will not be changed except on a voluntary basis mutually agreed upon by the Board and teacher or, if voluntary changes cannot be agreed upon, on the basis of the length of service of those teachers who have taught the grade or subject, the teacher being transferred who has the shortest length of service in the System.

In any event, teachers who will be affected by such transfers or changes will be notified and consulted by the Administrative Staff as soon as practicable after the need for transfer or change becomes known and under normal circumstances before the end of the school year.

ARTICLE V

Teaching Conditions

A. 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 Professional Staff and the Administrative Staff will confer from time to time for the purpose of recommending improvements in the selection and use of such educational tools to the Board. The Board agrees that at all times the schools should be as well equipped and maintained as may reasonably be possible within existing financial limitations.

B. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty conference room operating under the presently accepted policy.

Exceptions to the above shall be as follows: Satterlee, Churchill, Lincoln Lake, Turk Lake and Lincoln Heights. Provisions for the above facilities shall be included in any future expansion plans in these schools. Faculty restrooms shall be provided in the Junior High by September of 1968.

C. Adequate restricted parking facilities shall be made available to teachers for their use during the school day.

D. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no lawful 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.

E. 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 (except for retirement provisions of the Greenville School District tenure policy), sex, 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 VI

Vacancies and Promotions

A. At any time a teacher who is interested in being considered for assignment to any professional position in the District other than his current one may file a written notice of interest with the Administration. Before any such vacancy is filled, the Administrative Staff shall review the qualifications of each teacher who has filed a notice of interest for such position. 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 President of the Association. This provision shall not be in effect regarding teaching vacancies which occur during the summer months.

B. Consistent with the parties' basic purpose of providing a quality education for the children of the Greenville School District, such vacancies will be filled by the Board with the best qualified persons available. Qualifications shall include education, training, experience and personality. Where the qualifications of several candidates are equal, in the judgment of the Board, length of service in the System shall control. Disputes as to the application of this Article shall be subject to the grievance procedure.

ARTICLE VII

Sick Pay and Leave Time

A. Any teacher absent from duty on account of personal illness or illness of a member of his immediate family (spouse or child) shall be allowed full pay for a total of ten (10) days in any school year. Each teacher shall be entitled to accumulate unused sick days until a total of sixty (60) days is reached. Sick leave which is accumulated and unused at the end of the 1965-66 school year will be carried over and credited to

the teacher for 1966-67.

B. In the event of the death of a teacher's spouse or child, up to five (5) days' leave with pay may be taken and may be extended for up to an additional five (5) days with the approval of the Superintendent. In the event of the death of a teacher's parent, brother or sister, up to three (3) days' leave with pay may be taken. All such leaves shall be charged to the teacher's unused sick leave.

C. Any teacher who would have been eligible for one to three free days under the previous Board policy (Revised September 1964) for the school year 1966-67 shall be entitled to take such free days during that school year or (at the teacher's option) be paid for same at a rate of \$18 per day on the first pay check in June 1967.

Further, any teacher who would have been eligible for one to three free days under previous Board policy (Revised September 1964) for the school year 1967-68 for the first time shall be entitled to take such free days during that school year or (at the teacher's option) be paid for same at a rate of \$18 per day on the first pay check in June 1968. Provided, no teacher shall be entitled to free days or remuneration for same in both the 1966-67 and the 1967-68 school years.

D. A teacher who is summoned for jury duty shall be paid the difference between his pro rated base salary and the compensation received as a juror. A teacher who must be absent during school hours to attend to matters relating to his professional training or certification such as a conference regarding his thesis, shall be paid for such absence if approved in advance by the Superintendent.

E. Each teacher shall also be allowed up to three (3) days of absence each year when absence is necessary to conduct such of his personal business as cannot be taken care of outside regular school hours. The rate of a

supply teacher shall be deducted from the absent teacher's pay.

F. Arrangements for any absence shall be made as far in advance as is possible under the circumstances.

ARTICLE VIII

Terminal Pay

A. In appreciation for services to the school district, a terminal payment of \$25 per year of service in the district will be paid upon retirement provided the teacher shall have been employed in the school district for at least 20 years. Payments under this clause shall begin with the school year of 1966-67

ARTICLE IX

Teacher Evaluation

A. All monitoring or observation of work performance of a teacher shall be conducted openly with full knowledge of the teacher.

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

ARTICLE X

Protection of Teachers

A. Good order and discipline is necessary for effective teaching. Each teacher is responsible for maintaining such an atmosphere in each of his classes. The Board recognizes, however, that through its Administration it must support its teachers in taking all reasonable actions to maintain proper classroom order, and it agrees to do so. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students nor be charged with responsibility for psychotherapy. It will take reasonable steps to relieve the teacher of responsibilities with respect to such student according to the current Board or Administration policy.

B. Any complaint by a parent or a student directed toward a teacher shall be called to the teacher's attention by the Administration before any judgment is made or action taken involving such teacher.

C. Time lost as a result of an assault upon a teacher shall not be charged to the teacher. Time lost as a result of being complained against or sued by reason of disciplinary action taken by the teacher shall not be charged against the teacher if his action is upheld.

D. The Board agrees to pay the differential between Workman's Compensation and the teacher's base salary for time lost from work from an injury resulting from an assault upon that teacher by a student or a parent of a student for a period not to exceed one calendar year from the date of the injury. Should such lost time cover portions of two school years, the teacher's base salary at the time of injury shall be used in computing the differential. Provided, this clause shall not prevent a teacher from receiving full compensation for any sick pay he is entitled to or payments during the summer months made under his normal school year teaching contract.

E. The Board will reimburse teachers for any loss, damage or destruction of a teacher's clothing or personal property while on duty caused by a student or by something not the teacher's fault. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board in accordance with Workmen's Compensation laws.

ARTICLE XI

Negotiation Procedures

A. During the professional negotiations leading up to this Agreement each party had the right to make proposals and bargain on all bargainable matters. This Agreement contains the entire Agreement of the parties. During its life each party therefore agrees that the other will not be required to engage in further bargaining on any matter, whether covered

herein or not, except for matters which are subject to Professional Grievance Negotiation as provided in Article XII and except for reopening of negotiation of the Salary Schedule as provided by Article III. However, by mutual agreement of the Board and the Association, matters of common concern may be discussed and any agreement which results may become a part of this contract upon mutual agreement.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement thereon. At least by December 1 of the year preceding the year this agreement expires, the parties will likewise 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 the Board and by the Association, but the parties mutually pledge that the representatives selected by each shall be clothed with all necessary power and authority to make and consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach agreement in such negotiations either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE XII

Professional Grievance Negotiation Procedure

A. Any teacher or group of teachers (or the Association at the request

of a teacher or group of teachers), believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment shall discuss such matter with the Principal of the building involved within five (5) days after the event occurs. Should the Principal be absent from work and such absence prevents the possibility of meeting this time requirement, the teacher must then discuss said matter within two school days following the Principal's return.

B. In the event such discussion does not resolve the matter satisfactorily, the teacher involved may within five (5) days thereafter file a written grievance with the Chief Administrative Officer or his designated representative. Within five (5) days after receipt of the written grievance a meeting shall be held in an effort to resolve the grievance. If the grievance is not satisfactorily resolved, it may within five (5) days thereafter be transmitted to the Secretary of the Board, with a statement of reasons why it was filed and disapproved.

C. Within twenty (20) days after receiving such statement (or a date mutually agreed to by the parties involved in the grievance and the Board) the Board shall consider 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 grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance. The Board will render its decision within forty (40) days of receipt of the grievance.

D. If the decision of the Board is not satisfactory, the grievance may be submitted to arbitration by written notice given within fifteen (15) days after receipt of the Board's decision.

An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he shall be

selected by the parties from a panel of five (5) qualified persons prepared by the Federal Mediation and Conciliation Service. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he shall have no power to alter, add to or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

ARTICLE XIII

Miscellaneous Provisions

A. The Board agrees to make its best efforts to maintain an adequate list of supply teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Unavailability should be reported at the earliest possible time, the evening before when possible and by 7:00 a.m. in any event. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher, provided, however, that failure to give notice at the time provided herein when possible shall result in the loss of one-half day's pay.

B. This Agreement shall supercede any rules, regulations or practices of the Board or terms of any teacher's individual contract heretofore in effect to the extent they are contrary to or inconsistent with its terms.

C. Future teacher's contracts shall be subject to the terms of this Agreement. A copy of the Agreement shall be furnished at Board expense to all teachers now or hereafter employed.

D. If any provision of this Agreement or its application 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 applications shall continue in full force and effect.

E. This Agreement shall not be effective until approved as to form by counsel for the Michigan Education Association, whose approval shall be noted thereon. Such 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.

F. 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.

ARTICLE XIV

Board and Administration Rights

It is recognized that Michigan law makes the Board legally responsible for the operation of the Greenville School System in all respects. In meeting such responsibilities the Board acts through its Administrative Staff. Such responsibilities include the establishment of educational policy, the construction or acquisition and the maintenance of school buildings and equipment, the hiring, transfer, assignment, supervision, promotion and termination of staff members, and the establishment and revision of rules pertaining to the conduct of staff members. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board and the Administrative Staff shall be free to exercise

all such rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement.

ARTICLE XV

No Interruption of Education

Consistent with the declared purpose of providing a quality education for the children of Greenville, the Association and each teacher agree that during the life of this Agreement they will not encourage, participate in or cause an interruption in the normal educational program of the children; except that the Association shall retain its full rights in the negotiation for salaries for 1968 under Article III, Section A, and grievance under Article XII.

ARTICLE XVI

Professional Study Committee

There is hereby established a Professional Study Committee composed of four members: two selected by the Board (may or may not be Board members) and two members selected by the Association.

The Professional Study Committee shall meet periodically (but not less than once a month during the school year) to study such matters of professional concern as shall be presented by the members of the Study Committee. If the Professional Study Committee agrees on one report, the Board shall incorporate such recommendations as Board policy, provided, however, such recommendations may be made a part of this contract subject to the provisions of Article XI, Paragraph A.

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective as of _____ 1966,
and shall continue in effect for three (3) years until _____
1969. This Agreement shall not be extended orally and it is expressly
understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

Approved as to
form by Michigan
Education Association

Counsel

SCHEDULE A

1. The schedule for probationary teachers shall be considered the minimum and maximum which may be paid. For all tenure teachers and those taken off tenure because of age the attached schedule shall be considered as a minimum only.
2. Any teacher who anticipates obtaining by September 1 of a given year an additional degree or hours which shall qualify said teacher for a higher salary shall, at the time of signing his contract, sign a contract for the amount of the higher degree schedule. It shall be the responsibility of such teacher to provide approval in writing from the counselor of the teacher training institution that such teacher is expected to complete the requirements for the stated degree and the expected date of completion.

Said contract shall contain a statement that should the teacher fail to complete the required degree by September 1st then a new contract shall be issued at the lower degree level.

If the degree is completed during the first semester of any school year, a teacher shall receive one-half of the difference between the two schedules; said amount to be added to the teacher's contract for the second semester.
3. The Board shall allow four years of teaching outside the system in determining the appropriate salary step. This provision shall be retroactive so that teachers presently in the system shall be adjusted if other than 4 years have been allowed. Provided, however, that such adjustment shall not cause the salary of any teacher to be decreased.
4. The Board shall have placed all qualified teachers on the attached schedule by the beginning of the 1967-68 school year. It will take two years to move teachers from the heterogenous levels to standard levels of the attached salary program. In reaching the schedule, the following procedure will be used:
 - a. All qualified teachers will be placed on schedule A for 1966-67.
 - b. All qualified teachers will be placed on Schedule B for 1967-68.
5. Teachers who are employed at the beginning of the second semester of the school year shall be given credit for the entire year in determining the appropriate salary step after they have obtained tenure status.
6. The rate of compensation for supply teachers shall be \$20.00 per day.
7. The Board and the Association recognize that special circumstances are involved in hiring and retention of certain teachers with special training. Therefore, it is agreed that the Board may compensate such teachers up to \$500 above the salary schedule when it is necessary in order to fill such positions.
8. Payments of salary shall be made in 24 equal portions on the 3rd and 17th of each month, provided, however, that the Board may make payment once a month during July and August. However, the Board agrees that a thorough study by its new business administration will be made and a proposal presented to the GEA sometime in the middle of the year 1966-67.
9. Regarding pay for longevity of service: Beginning 1967-68 teachers with 15 years of service shall receive a 1% increase above the base salary for the appropriate degree schedule; teachers with 20 years of experience 2%; teachers with 30 years, 4%. Only experience in Greenville will be considered and it must be continuous.

10. No new non-degree teachers shall be hired by the Board; except that the Board shall be able to hire a non-degree teacher if a classroom vacancy remains on August 1st.

Schedule A 1966-67		Schedule B 1967-68	
AB	MA	AB	MA
1. 5200	5500	1. 5400	5700
2. 5400	5700	2. 5600	5900
3. 5600	5900	3. 5800	6100
4. 5800	6100	4. 6000	6300
5. 6000	6300	5. 6200	6600
6. 6200	6500	6. 6400	6800
7. 6400	6700	7. 6600	7000
8. 6650	6900	8. 6800	7200
9.	7100	9. 7000	7400
10.		10. 7200	7600
		11.	7900
		12.	8200

\$100 to each
AB + 20 Hours + Permanent
Certificate if the hours
are accredited to an
approved Masters program.