

8-31-67

66-67

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AGREEMENT

between

GROSSE ILE BOARD OF EDUCATION

and

GROSSE ILE EDUCATION ASSOCIATION

Grosse Ile Board of Education

MEA
1216 Kendall
East Lansing, Mich. 48823.

INTRODUCTION

It is the responsibility of the Board of Education to determine the type of educational program that will be offered in Grosse Ile. The quality of education will depend in a large part on how successful the community is in attracting and retaining well-trained, competent professional staff members.

The Board of Education agrees that it is the professional responsibility of the Grosse Ile Education Association to continually review the strengths and weaknesses of the educational program and to recommend to the Grosse Ile Board of Education changes necessary to maintain or improve the education program of Grosse Ile.

The Association agrees that it is the responsibility of the Board to establish policies and procedures not covered in this Agreement for the orderly and efficient functioning of the school system and recognizes the Board's right to amend, add to or change such policies and procedures so long as they are not inconsistent with any of the terms of this Agreement.

INDEX

		Page
ARTICLE I	Recognition	1
ARTICLE II	Teacher Rights	2
ARTICLE III	Professional Compensation	3-4-5-6
ARTICLE IV	Teaching Hours	7
ARTICLE V	Teaching Loads	8
ARTICLE VI	Teaching Conditions	9-10
ARTICLE VII	Vacancies and Promotions	11
ARTICLE VIII	Leaves	12
ARTICLE IX	Insurance Protection	13
ARTICLE X	Rights and Responsibilities	14
ARTICLE XI	Protection of Teachers	15-16
ARTICLE XII	Negotiation Procedures	17
ARTICLE XIII	Procedure for Resolving Differences	18-19
ARTICLE XIV	Miscellaneous Provisions	20
ARTICLE XV	Duration of Agreement	21

This Agreement made and entered into this _____
day of May 1966 by and between the Grosse Ile Board of
Education hereinafter referred to as the "Board" and the
Grosse Ile Education Association hereinafter referred to
as the "Association", Witnesseth:

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, for all certified teaching personnel including guidance counselors and librarians but excluding supervisory, executive, and all other non-teaching personnel. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. 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.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of his membership in the Association.

B. The Board specifically recognizes the right of the teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Board agrees to furnish to the Association in response to reasonable request by the chairman any available financial information which is normally considered public information.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered shall be determined by the following index schedule with base figure or starting salary of \$5,500.00.

<u>Yearly Step</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>**Master's Degree Plus 30</u>
1	1.00 5500	1.10 6050	1.15
2	1.03 5665	1.13 6215	1.18
* <hr/>			
3	1.12 6160	1.22 6710	1.27
4	1.18 6490	1.28 7040	1.33
5	1.24 6820	1.34 7370	1.39
6	1.30 7150	1.40 7700	1.45
7	1.36 7480	1.46 8030	1.51
8	1.42 7810	1.52 8360	1.57
9	1.48 8140	1.58 8690	1.63
10	1.54 8470	1.64 9020	1.69
11	1.60 8800	1.70 9350	1.75

* A third year probationary period may be required. Salary would be increased at 3% for third step and returned to schedule when the teacher is granted tenure.

** Courses taken for Master's plus 30 schedule shall be subject to approval by the administration.

ARTICLE III (Continued)

1. Credit for teaching experience outside the Grosse Ile School System shall be allowed up to a maximum of five years on salary schedule whenever prior experience of the teacher is deemed satisfactory. Teachers already in the system shall be put on schedule up to maximum of five years over a two year period.

Example:

A teacher in the system with 5 years outside experience is presently receiving \$200 per year or \$1,000. Placing him on schedule with increment say at \$300 would be \$1,500 or a total increase of \$500. He would receive for outside experience \$1,250 in 1966-67 and \$1,500 in 1967-68.

2. Compensation for additional hours beyond a Bachelor's or Master's degree shall be continued at the rate established for the school year 1965-66.

ARTICLE III (Continued)

B. The salary schedule is based upon a normal teaching load, during normal teaching hours and for those activities as are clearly contractual or professionally obligatory, for example: Parent-Teacher Association Meetings; Parent-Teacher Conferences (which cannot be scheduled during school hours); Curriculum Committee Meetings; and essential staff or building meetings. For other extra work the teacher shall be entitled to appropriate additional professional compensation. Other extra-curricular activities shall be classified as non-contractual or not professional obligatory and therefore subject to a reasonable professional compensation. This compensation shall be as follows:

<u>Activity</u>	<u>Salary</u>	<u>Activity</u>	<u>Salary</u>
Head Football	\$605.	Head Wrestling	\$605.
Assist. Football	495.	Assist. Wrestling	495.
JV Football	495.	Head Baseball	440.
Frosh. Football	330.	Assist. Baseball	385.
8th Grade Football	330.	Jr. High Baseball	330.
Head Basketball	605.	Head Track	440.
Assist. Basketball	495.	Assist. Track	385.
Frosh. Basketball	330.	Jr. High Track	330.
8th Grade Basketball	330.	Head Golf	220.
<hr/>			
Cross Country	\$440.	Intra-Mural J.H. Girls	\$220.
Assist. JV Football	385.	Intra-Mural J.H. Boys	55.
<hr/>			
Athletic Director	\$275.	High School Forensics	\$110.
Athletic Faculty Mgr.	220.	Senior Counselor	165.
GAA	220.	Vocal Music (H.S.)	110.
High School Band	275.	Dramatics H.S. (per play)	110.
High School Yearbook	275.	Assist. Dramatics H.S. (per play)	55.
High School Debate	220.	J. H. Dramatics	110.
<hr/>			
Jr. High Band	\$110.		

ARTICLE III (Continued)

Any teacher whose work load in the course of one year includes the following extra-curricular work shall be compensated as follows:

25-40 Hours.....\$50.

41 Hours and Over.....\$100.

Records of hours would be the responsibility of the building principal and be a part of the annual pre-arranged schedule assignment of the teacher.

ARTICLE IV

Teaching Hours

A. The Board recognizes the principle of a forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week.

B. The Board recognizes the value of the duty free lunch period and will strive to attain this goal.

ARTICLE V

Teaching Loads

A. The normal weekly teaching loads in the Grosse Ile Schools insofar as conditions permit will not exceed those recommended standards published by the North Central Association. The Board will continue to rely on the suggestions and recommendations of teachers in establishing and maintaining such standards.

B. It is recognized that the assignment of teachers is the responsibility of the building principal. Insofar as is possible teachers will be assigned to teach subjects in their major or minor field of study.

C. Scheduling of elementary teachers is the responsibility of the elementary school principals. Scheduling, including such items as teacher preparation time, will follow current practices with continuing study and periodic discussions between principals and teachers, with the objective of reviewing such scheduling.

ARTICLE VI

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 the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is the education of students 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.

A. It is recognized that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore every effort will be made to maintain a pupil-teacher ratio commensurate with accepted educational standards.

B. 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 Board recognizes its responsibility and the value of teacher participation toward the improvement of curriculum and will continue to rely on the judgment and experience of the teacher for recommendations on the selection of educational materials to keep the schools reasonably and properly equipped and maintained.

C. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VI - (Continued)

D. 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, providing such activities do not interfere with the teacher's responsibilities and the acceptable performance of his duties.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the Grosse Ile Schools shall occur, the School Administration shall publicize the same by posting such vacancy in every school building. No vacancy shall be filled, permanently, until such vacancy has been posted for at least fifteen calendar days, except where the vacancy must be filled immediately because of an emergency.

B. Any teacher qualified for such vacancy may apply. In filling such vacancy, the Board agrees to give due weight to the professional background, training and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

ARTICLE VIII

Leaves

A. All teachers shall be entitled to 10 days sick leave (2 of which may be used for personal business) each year. The unused sick leave shall be accumulative to a maximum of 100 days.

B. Any teacher whose personal illness extends beyond the period compensated under Section A of this Article shall be granted a leave of absence without salary for such time as is necessary for complete recovery from such illness. The Board reserves the right to request satisfactory medical evidence of recovery. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, when available, providing the teacher is qualified.

C. Leaves of absence without pay for reasons other than sickness, accident, or military will, upon proper application, be granted up to a period of two years to teachers who have two or more years of service. Teachers who are re-employed after such leave shall retain the yearly step status they had at the time of the leave.

D. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.

ARTICLE IX

Insurance Protection

A. The Board shall provide without cost to the teacher comprehensive sick and accident insurance coverage assuring payment to the teacher in the event of illness at the following rate of compensation.

1. Weekly benefits will commence with the 31st day of disability or last day of accumulated sick leave, which ever is later.....And benefits will be payable for as long as 26 weeks. No benefits are payable if a female employee is off due to pregnancy.

2. Accidents or sickness are covered during the employees' contract or salary period.

3. Scheduled Amounts Payable

A. Employees with less than 3 years of service	50% of Base Salary
B. Employees with 3 to 10 years of service	55% of Base Salary
C. Employees with over 10 years of service	60% of Base Salary

4. All classes are subject to a \$115.00 per week maximum

The maximum salary insured is \$10,000.00 annually.

B. The Board will provide to the teacher (M-75, Ward Service) at no cost, and pay up to 50% for his family under the program now administered by Board Policy.

Example:

Under Plan B Ward Service for the family cost \$21.63.
The Board in 1965-66 pays \$8.39, and the teacher pays \$13.24.
With the Proposal as written in (B) above, the Board in 1966-67 would pay \$15.01 and the teacher would pay \$6.62.

ARTICLE X

Rights and Responsibilities

A. The Board retains the right in accordance with applicable laws and regulations, (a) to direct teachers of the school, (b) to hire, promote, transfer, assign, and retain teachers in position, and to suspend, demote, discharge, or take other disciplinary action against teachers, (c) to relieve teachers from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; and, (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile. No action by the Board, in the performance of the above rights and responsibilities, shall be in conflict with any of the terms of this Agreement.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any teacher feel that action taken against him by the Board or by any agent representative thereof was not for just cause, he may resort to the procedure provided in this Agreement for the resolving of differences.

C. All observations of the work performance of a teacher shall be conducted openly.

D. Each teacher upon request to the Superintendent shall have access to review his personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this Article unless released by the outside agency.

ARTICLE XI

Protection of Teachers

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it is established that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take necessary steps to aid the teacher in his responsibilities with respect to such pupil.

B. Any case of assault upon a teacher, during a working situation, shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render necessary assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render necessary assistance to the teacher in his defense providing the disciplinary action was within established policies.

ARTICLE XI (Continued)

D. Time lost by a teacher in connection with B and C, mentioned in this Article, shall not be charged against the teacher, providing such time off is authorized by the appropriate administrative official.

E. Any complaint by a student's parents directed toward a teacher upon which the administration feels action is necessary shall be immediately called to the teacher's attention. When action is necessary the parent will be directed to place the complaint in writing or hold a conference with the teacher.

F. 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 XII

Negotiation Procedures

A. At least ninety days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers employed by the Board.

B. In any negotiations 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.

C. 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.

ARTICLE XIII

Procedure for Resolving Differences

Step I. Any teacher(s) believing that there has been a violation, mis-interpretation 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, will first discuss the complaint with his principal either directly, or accompanied by the building representative if the teacher so desires, with the objective of resolving it informally.

Step II. In the event the complaint is not resolved informally it may be reduced to writing, signed by the teacher, and presented to the building principal within one week for his answer in writing.

Step III. If the principal's answer does not resolve the complaint within one week it may be referred within two weeks to the Superintendent or his designated representative by the Association's Negotiations Committee Chairman.

Step IV. If the Superintendent fails to resolve the complaint within two weeks the ~~Chairman~~ may transmit the question to the Board within two weeks with a written statement of facts pertaining to the issue.

Step V. Questions submitted for Board consideration, if given to the Superintendent at least one week prior to the date of the next regular Board meeting, will be considered by the Board at such meeting, and the Board's answer will be given to the Chairman within three weeks.

ARTICLE XIII (Continued)

Step VI. If the Board's answer fails to resolve the issue, the Chairman may within three weeks request a meeting between representatives of the Association and the Board, which will be held at a mutually acceptable time, to attempt to resolve the issue.

Failure on the part of teachers or appropriate Association representatives to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the difference shall be considered resolved.

ARTICLE XIV

Miscellaneous Provisions

A. It shall be the responsibility of the administration to arrange for substitute teachers.

B. This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

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

E. Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare or progress of education in this community.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of September 1, 1966 and shall continue in full force and effect until August 31, 1967 when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to May 1, 1967.

In any event, this Agreement shall not be extended beyond August 31, 1969 except by written consent of both parties.

In Witness Whereof, the parties hereto agree that all terms, benefits and conditions of this Agreement are to become effective September 1, 1966 and have duly executed this agreement on the date first above written.

GROSSE ILE BOARD OF EDUCATION

GROSSE ILE EDUCATION ASSOCIATION

