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Hamilton Community Schools Board of Ed.

THE
HAMILTON AGREEMENT

between the
HAMILTON EDUCATION ASSOCIATION
and the
SCHOOL DISTRICT OF THE
HAMILTON COMMUNITY SCHOOLS

COVERING THE PERIOD
from
JULY 1, 1967
to
JUNE 30, 1968

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

MEA
1216 Wendale
E. Lansing, MI
48823

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GUIDELINES FOR NEGOTIATIONS

It is hereby agreed between the Hamilton Community Board of Education and the Hamilton Education Association that the following guidelines and rules will be adhered to in future professional negotiations. They are as follows:

1. Meetings will take place on Monday nights at 7:30 P.M. Regular and special Board meetings being excepted. Meetings will terminate by mutual agreement of both parties.
2. Meetings may be cancelled by mutual agreement between each negotiating unit - - 24 hour notice being given. Emergency situations will not require 24 hour notice. Superintendent will serve as liaison for these cancellations.
3. Each unit may ask for a caucus on matters being negotiated - - maximum time for caucus being 15 minutes.
4. Each unit will have an appointed spokesman to which all questions will be directed unless spokesman recognizes another member of the unit to speak.
5. Each negotiating unit will have power to make tentative agreements. These agreements will be initialled by each spokesman after their completion.
6. There should be no outside publicity or leakage of information to the press or to our individual groups. We recognize the possibility of an exception in bringing information back to our own groups, but these cases should be very infrequent. The final document will be submitted to each group for final ratification. Upon final ratification outside publicity is permissible.
7. The agenda for each meeting will be set up at the end of the previous meeting by mutual agreement between the negotiating units.
8. Each unit may bring resource people to meetings just by notifying each other within 24 hours previous to that meeting.
9. Each negotiating unit must have 50% of its members present to constitute a quorum. If a quorum does not exist, the meeting is automatically cancelled.
10. Each negotiating unit will be entitled to any information held by the School District or Teachers' Association that they believe is pertinent to their negotiations.

AGREEMENT BETWEEN THE HAMILTON COMMUNITY SCHOOLS
AND THE HAMILTON EDUCATION ASSOCIATION

This Agreement entered into this day of , 1967 by
and between the Board of Education of the Hamilton Community Schools,
hereinafter called the "Board", and the Hamilton 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 Hamilton Community
School 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 in formulating policies and programs designed to
improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379
of the Michigan Public Acts of 1965, to bargain with the Association as
the 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, has reached certain understandings which they desire to
memorialize,

In consideration of the following mutual covenants, it is hereby
agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative of all certificated classroom teachers, librarians and counselors employed, or to be employed, under contract with the Board, (whether or not assigned to a public school building) but excluding substitute teachers, the Superintendent, Principals, Assistant Principals, and other supervisory, administrative and executive personnel. The term "teacher" as used in this Agreement shall mean any person who is a member of the bargaining unit, both male and female.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.
- C. Within thirty (30) days of the beginning of their employment hereunder, teachers may individually and voluntarily sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and Michigan Education Association). The Authorization forms shall be as established by the Board. Said authorized sums shall be deducted from the regular salaries of the teachers and remitted not less frequently than monthly to the Association. The Association agrees to hold the Board harmless from any action growing out of these deductions, and assumes full responsibility for the disposition of all funds turned over to the Association.

ARTICLE 11

BOARD AND ADMINISTRATION RIGHTS

The Association hereby acknowledges that the Board as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain this school system; and that it is the Association's intention to aid and assist the Board in the performance of these legal responsibilities within the limits of the authority vested in it by law.

ARTICLE III

TEACHERS RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the system shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. 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 Constitution of the State of Michigan and the United States. The Board 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 in the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall have the right to use school building facilities when available and according to school board policy. Bulletin boards specifically reserved for teachers shall be made available to the Association and its members.
- C. The Board agrees to furnish to the Association upon request all information which is available to the public and concerns the financial resources of the district, tentative budgetary requirements and allocation and such other information which the Board has available as will assist the Association in developing intelligent, accurate, informed and constructive programs in behalf of the teachers and their students. The Board agrees to furnish information which may be necessary for the Association to process any grievance or complaint.
- D. A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. Any teacher engaged in negotiations or arbitration requested by the Board, which will involve the teacher during the school day, will be released from regular duties without loss of pay.
- E. The Board of Education shall provide time when the teacher is released from classroom duties for regularly scheduled Parent-Teacher Conferences. Any scheduling of Parent-Teacher Conferences beyond the teaching day shall be mutually agreed upon by the Administration and Association representatives.

ARTICLE IV

TEACHER EVALUATION

- A. All teachers and the Association recognize the right, duty and responsibility of Principals and Supervisors to make periodic evaluations of the performance of the teachers. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with the full knowledge of the teacher.
- B. Each teacher, upon request, shall have the right to review the contents of his own personnel file maintained by the School System. The review will be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential or credentials, letters of reference from universities, individuals, or previous employers, are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to a review of the file by the teacher.
- C. All communication, including evaluations by Hamilton Community School administrators, commendations and validated complaints directed toward the teacher which are included in the personnel file shall be made available to the teacher upon request.
- D. In regard to probationary teachers at least two (2) written evaluations will be made each school year by the principal or immediate supervisor and a copy of each evaluation will be presented to the probationary teacher. In the event that a probationary teacher is denied tenure, or is served with a notice of dismissal in accordance with the Michigan Teacher Tenure Law, if said teacher requests said action shall be subject to the Professional Grievance Procedure hereinafter set forth through Level Four but shall not be arbitrable.

ARTICLE V

TEACHER RESPONSIBILITY

- A. The normal school day will consist of a 7½ hour day, including lunch period, of which a maximum of 5½ hours in elementary and five (5) hours in Secondary School will be spent at a teaching post.
- B. Teachers are expected to be at school approximately one-half (½) hour before school begins and in their classroom at least 10 minutes before the class bell rings. Teachers shall make themselves available for conference and meetings one-half (½) hour after school dismissal.
- C. The Board shall make a sincere effort to provide all Junior and Senior high school teachers a duty-free uninterrupted lunch period, in no event less than thirty (30) minutes.
- D. Elementary teachers shall have two hours of duty-free, uninterrupted planning time during each week of regular teaching duties. (As soon as buildings are complete and special teachers can be hired)
- E. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building, except for those contracting extra duties for extra pay.
- F. The Association shall be advised of the date or dates of the Board meetings when the school calendar is to be established, and the Association shall be invited to submit its views on the calendar to the Board at said meeting or meetings.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach 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. It is further agreed that the following policy on class size is not the final word on this matter, but only represents a point of departure for continued study. Every effort will be made by the Board to stay within the prescribed limits of this proposed class size. The proposed class size is as follows:

ELEMENTARY

K	-25	Students
1	-22	"
2	-23	"
3	-24	"
4	-25	"
5	-26	"
6	-26	"

SECONDARY

TOTAL PUPIL LOAD

135

- B. In the rural schools where split classes may be present, the size should not exceed twenty-three (23) pupils per class.
- C. The Board shall make available in each school ^{WITH 8 OR MORE CLASSROOMS} adequate lunch room, rest room and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- D. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent as soon as practicable, and under normal circumstances, not later than February 1. Such statement shall indicate the grade or subject to which the teacher desires to be assigned or the school or schools to which the teacher desires to be transferred.
- E. Teachers shall be notified in writing of ^{ANY CHANGE IN} their tentative programs for the coming school year, including the schools to which they will be assigned, the grades or subjects that they will be teaching, and any unusual or special classes to which they will be assigned. The notice will be given as soon as practicable, and under normal circumstances, not later than the end of the school year.

F. It is recognized that changes in grade and subject assignment may become necessary and that the changes may prove to be beneficial to the teacher, the students, and the School System. In determining the assignments and transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the School System and the pupils. An involuntary transfer or assignment shall be made only after a meeting with the teacher and the Superintendent or his designee, at which time the teacher shall be notified of the reason for the assignment or transfer.

G. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Teachers who are assigned to more than one school in any one school day shall receive ten (.10) cents per mile for all inter-school travel.

ARTICLE VII

APPOINTMENTS TO VACANCIES OR NEW POSITIONS WITHIN THE HAMILTON
COMMUNITY SCHOOL SYSTEM

- A. Whenever, during the school year a vacancy occurs in a teaching or Elementary Principal's position; or a new position is created within the Hamilton Community School System, and said position is to be filled on a permanent basis; the Administration shall give written notice thereof to the President of the Association or his designee; and the Association will provide for appropriate posting of said notice in every school building within three (3) days of receipt of notice. The Administration agrees to give the Hamilton Community School's faculty members five (5) school days in which to present written applications for the position to the Superintendent. The position shall then be filled by the Administration from all applications received, on the basis of fitness for the position as determined by the Administration. The applicants shall be notified in writing within three (3) days after the position has been filled.
- B. If such a vacancy in a position or a new position as described in section A above occurs at the end of the school year and is to be filled for the following school year, this shall be made known to the Association in like manner, as soon as the Administration is aware of the vacancy or position to be filled. If this notification occurs long enough before the last day of the school year, posting will be done by the Association and applications received by the Supt. and considered in filling the position, and applicants notified in the same manner as in A above.

ARTICLE VIII

LEAVE

A. Personal Illness or Injury Leave. A teacher absent from duty because of personal illness or injury shall be paid his full salary for the period of such absence, not to exceed a total of ten (10) working days in any one year, except where additional leave time has been accumulated. The ten (10) days of annual leave shall be credited to the teacher on the first day he reports for duty each school year.

At the beginning of every school year, each teacher shall be credited with the number of days of sick leave not used during the prior school year. The maximum number of days so accumulated shall be one hundred and twenty (120).

Not later than October of each school year, each teacher previously employed will receive a statement of leave days accumulated to that date.

B. Bereavement or Approved Emergency Leave. Absence without loss of salary for up to a total of five (5) working days in any school year shall be allowed covering the categories listed below:

1. Death in the teacher's immediate family, consisting of members of the household, parents, parent-in-law and foster parents.
2. Emergency illness in the teacher's immediate family.

The Principal or Supervisor shall have discretion to grant emergency leave for emergencies which are not specifically covered under the terms of the above paragraph, each day of any absence under this paragraph shall be charged against the teacher's sick leave days.

C. Maternity Leave. A maternity leave shall be granted without pay commencing not later than the end of the fifth month of pregnancy, except that when this date falls within one school month of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within two years if the position becomes available for which she is qualified. The Board of Education shall be notified no later than the fourth month of pregnancy that a Maternity Leave is desired.

D. Military Leave. Any teacher who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in an open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Hamilton Community School service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

Leave of absence with pay not chargeable against the teacher's allowance shall be granted for time necessary to take the Selective Service physical examination.

- E. Professional Leave. Leave of absence with pay not chargeable against the teacher's allowance shall be granted up to two days for approved visitation at other schools, for counseling for professional advancement, or for attending educational conferences or conventions, including Association meetings.
- F. GRADUATE Leave. Leave of absence without pay shall be granted upon application, providing a suitable replacement can be found, for the following purposes:
1. Study, research or special teaching assignment involving probable advantage to the school system

ARTICLE IX

RETIREMENT

The Board shall set the retirement age for teachers at 65 years of age. The Board may feel free to continue to hire teachers who have attained retirement age, provided that prior to the beginning of each school year, a medical examination shall be made certifying the teacher to be in sufficient good health to perform his or her duties, and that no condition exists which may be harmful to the students, said examination to be paid for by the Board.

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by an aggrieved person, or a group of aggrieved persons, that there has been a violation of a provision of the contract or a provision of the regulations of the Board.
2. An "aggrieved person" is the teacher or teacher having a grievance.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved person from discussing his grievance informally with any member of the administration.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of steps indicated at each level are maximum, and every effort should be made to expedite the process. However, the time limits may be extended by mutual agreement of the parties.
2. Grievances shall be processed as follows:

Level One

An aggrieved person shall first discuss his grievance with a principal or supervisor, either by himself or in the company of the Association's Representative, with the objective of resolving the grievance informally.

Level Two

If the aggrieved person is not satisfied with the disposition made at Level One or if no disposition is made within five (5) school days after such discussion, he may file the grievance in writing with the building Principal, with a copy to the Chairman of the Association's Professional Negotiations Committee. The Principal shall, within five (5) school days after receiving the grievance, give the aggrieved person his written answer, with a copy to the Professional Negotiations Chairman.

Level Three

A. If requested in writing by the aggrieved teacher, the Professional Negotiations Committee shall review the grievance and the answer and may refer it if it decides it should refer the matter in writing to the Superintendent or his designated representative.

B. If the written grievance is not referred to the Superintendent within thirty (30) days after the aggrieved person knew or should have known of the event or condition upon which it is based, the grievance shall be considered waived.

C. The Superintendent or his representative shall within ten (10) days after receipt of the grievance from the Professional Negotiations Committee meet with the aggrieved person and such other persons as the Superintendent designates to consider the grievance. Within four (4) school days after such meeting the Superintendent or his representative shall give to the aggrieved person and the Professional Negotiations Committee a written disposition of the grievance if settlement was agreed upon or, if not, his answer to the grievance.

Level Four

If requested by the aggrieved person, the Professional Negotiations Committee shall review the Superintendent's answer and, after such review, may within ten (10) days after the answer is given refer the grievance in writing to the Board. Within fifteen (15) school days after such referral, a committee of the Board shall meet with the aggrieved person and such others as it deems advisable for the purpose of resolving the grievance. The Board shall by official action make its answer to the grievance.

Level Five

A. In the event the grievance is not satisfactorily resolved at Step Four, or if no decision is reached within the five (5) day period, the State Labor Mediation Board shall be notified and their mediation procedures invoked.

E. Costs for the services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

Nothing contained herein shall prevent any aggrieved person from presenting a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement. The aggrieved person may be represented at all stages of the grievance procedure by any person of his own choosing, except that he may not be represented by a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

Forms for filing and processing grievances shall be ^{made} available by the Board.

ARTICLE X

PERSONNEL POLICY

- A Teachers may but will not be required to be ticket takers or supervise at any athletic event.
- B The Administration will notify the teacher involved one day in advance of a desired observation by a college student. If the teacher gives his verbal consent the observation will take place as desired.
- C The Association wishes to have in existence an established policy pertaining to grievances of parents concerning school employees. Both sides of an issue should be investigated before it is brought to the attention of the entire School Board. For this reason the following policy will be used for parent-teacher grievances.
1. The teacher should be made aware of any disagreements a parent might have with the teacher before it is openly discussed.
 2. The parent will contact the teacher involved to arrange a conference over the disagreement.
 3. If the parent and teacher cannot solve their disagreement at a conference, a school official will be consulted.
 4. If the disagreement can not be solved after consultation with the school official, the matter will be brought to the attention of the School Board.
- D Copies of this Agreement shall be prepared at the expense of the Board and presented to all teachers now or hereafter employed by the Board.
- E This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of this Agreement shall govern.
- F 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 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE VI

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1967 and remain in effect until June 30, 1968. Upon written notice given on or before January 1, 1968, the parties agree to negotiate over a successor Agreement.

PROPOSED SALARY SCHEDULE 1967-68
HAMILTON COMMUNITY SCHOOLS

STEP	INCREMENT	BA DEGREE	INDEX	BA + 15 Hours	INDEX	MA DEGREE	INDEX
0	-	6,000	1.00	6,240	1.04	6,600	1.10
1	4% of Base	6,240	1.04	6,480	1.08	6,840	1.14
2	4% of Base	6,480	1.08	6,720	1.12	7,080	1.18
3	4% of Base	6,720	1.12	6,960	1.16	7,320	1.22
4	4% of Base	6,960	1.16	7,200	1.20	7,560	1.26
5	4% of Base	7,200	1.20	7,440	1.24	7,800	1.30
6	4% of Base	7,440	1.24	7,680	1.28	8,040	1.34
7	4% of Base	7,680	1.28	7,920	1.32	8,280	1.38
8	4% of Base	7,920	1.32	8,160	1.36	8,520	1.42
9	4% of Base	8,160	1.36	8,400	1.40	8,760	1.46
10	4% of Base	8,400	1.40	8,640	1.44	9,000	1.50
11	4% of Base	8,640	1.44	8,880	1.48	9,240	1.54
12	4% of Base	8,880	1.48	9,120	1.52	9,480	1.58

NON-DEGREE SCHEDULE

Step	Increment	Salary
0	-	\$5,000
1	\$100	5,100
2	100	5,200
3	100	5,300
4	100	5,400
5	100	5,500
6	100	5,600
7	100	5,700
8	100	5,800
9	100	5,900
10	100	6,000
11	100	6,100
12	100	6,200

ADDITIONAL FEATURES

The amount of increase a teacher may receive in one year shall not be limited except according to the salary schedule.

Teachers with eight or more years of experience shall be given eight years credit when entering the Hamilton School System.

Upon retirement (meeting the requirements of the Michigan School Employees Retirement Board conditions for retirement) or death, the teacher (or his survivor) shall receive payment in the amount of one-half the accumulated sick leave days times the daily rate paid a substitute teacher at the time of retirement.

Example: 60 accumulative days X \$20 X $\frac{1}{2}$ = \$600. This is upto a maximum of \$1,000.

Degree teachers not fully certified (Special Certificate) will be paid an amount equal to one increment below schedule.

Elementary half-time teachers shall receive half pay plus \$100.

High School Part-time: 2 points per class, 1 point per conference;
3 classes 6/11; 2 classes 4/11. Normal load - 5 classes and 1 conference.

Junior High Part-time: 7 periods gives a base of 13 instead of 11 as of High School. Normal load - 6 classes and 1 conference.

Teachers shall be paid in twenty-six equal installments. Pay days shall be every other Friday.

There shall be payroll deductions for MEA and NEA dues, Credit Union, and Health Insurance.

Teachers shall be provided with upto \$12.40 per month for MEA Health Insurance and/or Major Medical.

EXTRA DUTY SCHEDULE

The following recommendations are made concerning extra pay for extra duties in the Hamilton School System for the year 1967-68.

	<u>Percent of Base</u>
High School Annual Sponsor	2%
High School Newspaper	1%
Student Council: High School	2%
Junior High	1%
Senior Class Sponsor	4%
Junior Class Sponsor	3%
Sophomore Class Sponsor	2%
Freshmen Class Sponsor	1%
Jr. & Sr. Play Directors	2%
GAA	2%
Athletic Sisters	2%
Special Education	\$500
Remedial Reading	\$500
High School Band	8%
Junior High Band	6%
Summer Band	\$125./wk.

ATHLETIC SALARIES

	<u>Head Coach</u>	<u>Assistant Coach</u>
Varsity Football	9% of Base Salary	6% of Base Salary
Jr. Var. Football	6%	5%
*Freshman Football	5%	
Varsity Basketball	9%	
Jr. Var. Basketball	6%	
*Freshman Basketball	5%	
8th Grade Basketball	4%	
7th Grade Basketball	4%	
Baseball	5%	3%
Varsity Track	5%	
*Junior High Track	3%	
Tennis	5%	
Golf	5%	
*Cross Country	3%	
Cheerleading	2%	
Athletic Director	9%	
*New Sports		