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**SALARY CONSULTANT SERVICES**  
Michigan Education Association

AGREEMENT

**LABOR AND INDUSTRIAL**  
**RELATIONS LIBRARY**  
Michigan State University

between the

HANCOCK BOARD OF EDUCATION

and the

HANCOCK EDUCATION ASSOCIATION

*Hancock Board of Education*

*Sept. 6, '66 - June 15, 1967*

*MEA*  
*1216 Wendale*  
*East Lansing, Mich.*  
*48823*

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EDUCATION AGREEMENT

This Agreement entered into this *6<sup>th</sup>* day of *September*, 19*66* by and between the Board of Education of the City of Hancock, Michigan, hereinafter called the "Board", and the Hancock 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 Hancock is their mutual aim and that the character of such education depends predominately 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, have reached certain understanding 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 recognized the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counsellors, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, maintenance, drivers, office and clerical employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating units as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Hancock Education Association, and/or the Michigan Education Association, and/or the National Education Association. Such total sum shall be deducted as dues from the regular salaries of members teachers in three equal instalments during the months of September, October and November and remitted to the respective associations by the treasurer of the Board of Education.

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 teacher employed by 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 laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings; however, prior arrangements must be made before the intended meeting date and approval granted. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media or communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement, provided, however, that upon written notice to the other party at least thirty (30) days prior to the first day of March of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule. Upon the request of either party, negotiations shall promptly and without delay commence.

B. Compensation for extra duties shall continue, as in the past, for the 1966-'67 school year with careful evaluation and study of all aspects of this program to be initiated during this Agreement and any changes to be incorporated in subsequent agreements.

C. Teachers shall not be required to report or remain more than the scheduled school year or as individual contracts or assignments require.

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.

E. A teacher with special responsibilities shall be released from regular duties without loss of salary at least one day each semester for the purpose of participating in area or regional meetings of the Michigan Education Association.

#### ARTICLE IV

##### Teaching Hours

The teacher's normal teaching hours in the Hancock schools shall be as follows:

Elementary classroom doors open:	8:30 a.m. to 11:50 a.m. 12:50 p.m. to 4:00 p.m.
High School classroom doors open:	8:25 a.m. to 11:50 a.m. 12:50 p.m. to 4:15 p.m.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the junior-senior high school will be 25 teaching periods or combination of teaching and study hall periods totalling 25, and 5 unassigned preparation periods based on the 6 period day. The normal weekly teaching load in the elementary schools will be 30 teaching periods. Preparation periods prior to the opening of and immediately following the close of the class day are planned as part of the elementary teacher's day. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.



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 teacher and the 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.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible and it is recommended the following maxima not be exceeded:

- |                              |              |
|------------------------------|--------------|
| (1) Kindergarten             | 25-30 pupils |
| (2) Elementary School grades | 25-30 pupils |
| (3) Secondary School:        |              |

The ratio of pupils to teachers and other professional staff members shall not exceed 27 to 1. Except in certain activity type classes such as typewriting, physical education, and music, the total average pupil load for teachers within a department shall not exceed 170 pupils per day. The recommended class size is not more than 30 pupils. Classes with enrollments of more than 35 pupils are not conducive to the maintenance of good teacher-learning situations.

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.

Every teacher shall turn in a requisition to the Board by April 10 of each school year or by such other date as may be designated by the Superintendent of Schools. The teacher will be informed by May 15 or as soon as possible thereafter as to whether the requisition shall be approved by the Board in full, in part, or not at all. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees to all times to keep the schools reasonable and properly equipped and maintained.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

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

E. Adequate parking facilities shall be made available to teachers for their exclusive use whenever practicable.

F. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position. 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.

G. The provisions of the 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 VII

##### Vacancies and Promotions

A. 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 Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency and then only on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels, subject to the best interest of the school district. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Requests to transfer to vacancies occurring in the system will be made when:

1. The application is made in writing.
2. The person requesting the transfer is fully qualified for the new position.
3. The transfer is for the good of the system as well as the individual.

C. Any teacher who shall be transferred to a supervisory or executive position and later returned to a teaching position shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory status upon his return to his teaching status.

ARTICLE IX

Health, Sick, Maternity and other Leaves

A. Physical Examinations

1. Each teacher may be asked to submit to an annual general physical examination and chest x-ray or Mantoux test. The employee may select the physician. The fee for the basic physical examination will be determined and paid by the Board of Education.

2. In the event that the results of the examination are not acceptable to either party, the services of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. The expense is to be borne by the dissatisfied party.

B. Partial Disability

In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustment made.

C. Sick Leave and Allowance

1. A teacher expecting to be absent shall notify the Superintendent of Schools in adequate time to obtain a substitute, if available. All teachers shall maintain a lesson plan book including class roster with lesson outline indicated at least 3 days in advance so as to enable substitute teachers to be as effective as possible. This lesson plan book shall be available for use by the substitute teacher, and its usual location shall be known to the principal.
2. The Hancock Board of Education grants to each regular and/or full time teacher, excepting those classified as substitutes or hired on a day to day basis, annual allowances of sick leave days subject to rules and regulations controlling number of days, use, and accumulation of the same.

- a. Allowed days for each of the first two years of service shall be five (5) days, and for each of the next five years the allowance shall be ten (10) days. Sick leave may be utilized subject to the following conditions:

Personal illness of the employee.

Illness or death in the immediate family.

Quarantining of the employee in case of contagious diseases - the quarantine having been imposed by the proper health authorities.

Such sick leave does not apply just preceding or following a holiday or vacation period without a M.D.'s written statement.

1. Any unused portion of annual allowance of 5 or 10 days, depending on service time, will be allowed to accumulate until it has accumulated to sixty (60) days.

2. Definitions:

- a) Illness in the immediate family to be defined as spouse, mother, father, sister, brother, child, and grandparents if dependent upon the employee or any relative living under the same roof and is wholly dependent upon the employee for support.
- b) Death in the immediate family to mean father, mother, spouse, parents of spouse, sister, brother, child, and grandparents or any relative who is wholly dependent upon the employee for support. If death to other members of the family occurs, absence can be excused by the superintendent of schools upon request and at his discretion.

3. Further, that when the sixty (60) days has accumulated, any sick leave time will be deducted from the accumulated time. At the beginning of the year following any deduction for illness, a number of days not to exceed (10) days in any one year will be added to the accumulated days not to accumulate more than sixty (60) days.

- b. Each teacher employed by the Board of Education shall be allowed the regular allotted sick leave days each year with full pay in case of non-compensable illness or injury. In the case of illness or an injury compensated by the Michigan State Accident Fund, the teachers salary will be the difference between his regular salary and the amount paid by the Michigan State Accident Fund insurance without diminution of sick leave.
- c. Sick leave for teachers employed on a part time, or for part of a school year, will have sick leave allowance in proportion to the time employed.
- d. A statement of his sick leave account will be presented each teacher on request.



E. Maternity Leave

Maternity leave is considered personal leave and is authorized without salary or use of sick leave. Such leave is according to the following Board of Education policy and the Michigan Teacher Tenure Act.

1. Married teachers who become pregnant during the school year or prior to it are requested to so inform the superintendent.
  - a. Pregnancy prior to the opening of a new school year is considered cause for personal leave and the teacher will be on leave for the duration of the school year.
  - b. Should pregnancy occur during the school year, an application for maternity leave must be made with the Superintendent seven months before confinement. The teacher will be placed on personal leave after four months of pregnancy has elapsed for the balance of the school year. An exception may be made in special cases where an exception would be beneficial to the school district.
2. Teachers with tenure in the Hancock Public Schools may be granted a leave of absence and may return at the beginning of a school year with emergency arrangements permitted.
3. Teachers without tenure may seek reemployment as law permits and directs.
4. Teachers returning after the leave will be placed on the salary schedule level held prior to withdrawal.

F. 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 on return from such military leave shall be given the benefit of up to two increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

G. All teachers shall be released from regular duties without loss of salary and required to participate in the Annual Region 16-17-18 Fall Conference, provided that the usual two days for such fall conference continue to be counted as days of membership by the Department of Education. Non-attendance from conference will require presence at school for regular work assignments with prior notice given to the Superintendent. Board payment of \$10.00 per teacher for conference and meal expense will be made and an additional \$5.00 per teacher for housing, when necessary, will be made.



- H. When a teacher shall be assigned by the Superintendent of Schools to attend meetings, conferences or other activities, the exact amount of expenses as agreed upon by both parties shall be paid in addition to no loss of salary to the teacher. Any expenses over \$20.00 per teacher must be approved by the Board.
- I. Teachers called for jury duty will be paid the difference between the pay as a juror and regular salary. Such time as is spent in jury duty shall not be charged against the teacher's sick leave.

#### ARTICLE X

##### Insurance Protection

###### A. Hospitalization

The Board shall provide 50% of the cost for comprehensive hospitalization, medical and surgical, weekly indemnity salary coverage from 29th day after inception of sickness and life insurance protection to the teacher in accordance with the MEA Health Care Insurance or Blue Cross-Blue Shield policy of insurance as accepted by the Board. Depending on the teacher's choice of the participating insurance company, total protection will vary. However, the protection and rates established in 1965-'66 shall not be exceeded with the greatest premium amount payable to be 50% of \$28.90 or \$11.45. Payroll deductions of 50% of teachers premium and 100% of any additional coverage beyond the established plan will be made bi-weekly.

Enrollment with either Blue Cross-Blue Shield and MEA plans is possible. Only one plan of 50% employer participation is available to the teacher.

###### B. Workmen's Compensation

The Board of Education carries Workmen's Compensation to cover all employees. Such coverage is issued by the Michigan State Accident Fund, Lansing, Michigan.

### C. Liability

The Board of Education carries institutional liability insurance coverage as follows:

- |                              |                                |
|------------------------------|--------------------------------|
| 1) \$100,000.00 @ person     | 3) \$25,000.00 Property Damage |
| 2) \$300,000.00 @ occurrence | 4) \$25,000.00 Aggregate       |

## ARTICLE XI

### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause and due hearing by the Board.

## ARTICLE XII

### Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional



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 upon a revised salary schedule. At least thirty days prior to the first day of March of every year of this Agreement, 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 a majority of the membership of the Association and a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take such lawful measures it may deem appropriate.

#### ARTICLE XIV

##### Professional Grievance Negotiation Procedure

###### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal, individually, together with his Association representative or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association representative will assist in writing the grievance.
- (b) Within five (5) days of receipt of the grievance the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's PR & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

The State Labor Mediation Board's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on the issues submitted. The SLM Board will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof will be final and binding.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at Level One may be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the superintendent and the PR & R Committee, shall be prepared by the superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.

ARTICLE XV

Retirement Clause

Effective June 1962, the Hancock Board of Education will retire teaching employees and administrators at age 65, this includes teachers who reach age 65 during the summer months and preceding the opening day of the new school year.

ARTICLE XVI

Miscellaneous Provisions

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to all parties should be discussed by the parties from time to time during the period of this Agreement upon request by duly authorized representatives of either party to the other in writing setting forth the specific matters to be negotiated. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. The provisions of this paragraph shall not in any way be construed to permit the parties to negotiate those matters which are not negotiated under the laws of the State of Michigan.

B. Copies of this agreement shall be printed by the Board of Education by whatever means they deem appropriate, the cost of which shall be borne by the Board of Education.

C. All provisions of this contract to the contrary notwithstanding the Board reserves the right to change or alter any provision of this contract in order to comply with any change in the laws of the State of Michigan. Also, the Board reserves the right to change or alter any provision of this contract in order to qualify the school district to participate in any Federal or State funds which may be available from time to time. Before making such changes, however, the Board shall consult with the representatives of the teachers' Association.



D. The parties hereto agree that the provisions of this contract shall automatically be modified to conform with existing law should any provisions of this contract be illegal or unlawful.

#### ARTICLE XVII

##### Board Rights Clause

"The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- 1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- 2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- 3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- 4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- 5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE XVIII

##### Strikes and Sanctions

- A. During the term of this agreement neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) for any purpose whatsoever.
- B. 1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
2. Although the parties recognize that Principals, Assistant Principals, the Superintendent, and the Assistant Superintendent and other supervisory, administrative and executive officials are excluded from the bargaining unit, they also recognize that it is the present policy of the Association to admit such persons to membership in the

Association for professional purposes not connected with collective bargaining and/or the administration of this Agreement.

3. It is expressly understood that this Section B will not be construed as in any way restricting the right of the Association to take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation agreements.

C. 1. Violation of this Article by any teacher or group of teachers will cause for discharge and/or the imposition of discipline or penalties.

D. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective as of September 6, 1966 and shall continue in effect for one (1) year until the 15th day of June 1967.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Education of the Public Schools  
of the City of Hancock

By W. T. Eilds  
President

By Ray Warriner  
Secretary

Hancock Education Association

By Earl R. Cova  
President

By James I. Alaim  
Secretary

Professional Salary Schedule

Hancock Public Schools

(Schedule to be initiated on 1966-'67 contracts)

Step	Index	Increment	Salary Level	M.A. - \$350.00
1	1.00	-----	5000	5350
2	1.04	200	5200	5550
3	1.04	208	5408	5758
4	1.04	216	5624	5974
5	1.04	225	5849	6199
6	1.04	234	6083	6433
7	1.04	244	6327	6677
8	1.04	253	6580	6930
9	1.04	263	6843	7190
10	1.04	274	7117	7467

Note: Teachers with more than 19 complete, consecutive years of teaching experience in the system shall receive an additional longevity increment of \$200. In order to qualify for this payment in the future, teachers currently employed with 17 years or more of service will be included. The program will be initiated in September 1966, and this payment program for new individuals will terminate in 1969.