

MEA
1216 KENDALE
E. Lansing, Mi, 48824

1966-67 *Holland*
Ratified

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

This Agreement entered into this 17th day of August, 1966, by and between the Board of Education of the City of Holland, Michigan, hereinafter called the "Board", and the Holland 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 School District of the City of Holland is their mutual aim and that the character of such education depends 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 understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Holland Education Association as

Holland Ed. Assoc.

the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional certificated personnel employed by the Board, but excluding supervisory and administrative 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. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

Board Rights

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 exercise 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 assignment 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 of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III

Teacher Rights

A. The Board agrees to observe all the rights given to the Association pursuant to Act 379 of the Public Acts of 1965. This shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws or any other laws and regulations.

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

C. The Board agrees to provide to the Association such reports as are available to the Board at the same time they become public information. Any requests for additional information not available in published reports shall be submitted to the Superintendent. He shall have the option of referring the request to the Board.

ARTICLE IV

Negotiation Procedures

A. In view of the limited time available to arrive at a Master Agreement, the parties agree to negotiate matters of common concern during the term of this agreement. It is further stipulated that any agreement reached on policies may or may not become a part of subsequent master agreements.

B. 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 agreed that each negotiating team shall not exceed six members in number. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by a majority of the voting membership of the Association.

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 or take any other lawful measures it may deem appropriate.

ARTICLE V

Grievance Procedures

A. Definitions

1. A "grievance" is a written claim based upon an event or condition which adversely 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. The term "days" shall mean consecutive school 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 confidential at each level of the procedure except as agreed by both parties.

C. Structure

1. There shall be one Association Representative in each elementary building. There shall also be one representative in the East Unit and one in the West Unit of Senior High School; one in the East Building and one in the West Building of Junior High School. (These representatives shall be selected in a manner determined by the Association for the 1966-67 school year only.)
2. The Association shall establish a Professional Rights and Responsibilities Committee, composed of the Association Representatives described in C-1, which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the P R & R Committee is a party in interest to any grievance, he shall disqualify himself as a representative and a substitute shall be named by the Association.
3. The building principal shall be the administration's representative when the particular grievance arises in his building.
4. The Board hereby designates the superintendent as its representative.

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.

1. Level One

A teacher with a complaint may discuss it with his principal. Any grievance lodged with a principal must be in writing.

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 with the Association's P R & R Committee.

- (b) Within five (5) days of receipt of the grievance the P R & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notifies the claimant, the grievance shall be dropped. 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.

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 P R & R Committee, to the Board of Education.

- W Within ten (10) days from receipt of the written referral, the Board's Negotiating Committee shall meet with the Association's P R & R Committee chairman and the Association's Negotiating Team for the purpose of arriving at a solution. A decision shall be rendered by the Board of Education within ten (10) days.

4. Level Four

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

ARTICLE VI

Hours

- A. Elementary teachers shall arrive for duty at their respective schools not later than one-half hour prior to the beginning of school in the morning and remain for one-half hour after dismissal of their pupils in the afternoon. They will have duty-free lunch.
- B. Junior High School teachers will arrive for duty not later than 8:00 A.M. and will remain until 4:00 P.M. A duty-free lunch period will be provided.
- C. Senior High School teachers will arrive for duty not later than 8:00 A.M. and shall leave not earlier than 4:00 P.M. The school day shall not continue beyond 4:10 P.M. A duty-free lunch period will be provided.

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 posting written notice of such vacancy in each building office. Such notice shall contain minimum requirements for the positions and procedure for application.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due consideration to the professional background and attainments of all applicants.

ARTICLE VIII

SALARY SCHEDULE - 1966 - 67

<u>Year</u>	<u>B.A. Degree</u>	<u>M.A. Degree</u>
1	\$5,300	\$5,600
2	5,520	5,835
3	5,740	6,070
4	5,960	6,305
5	6,180	6,540
6	6,400	6,775
7	6,620	7,010
8	6,840	7,245
9	7,060	7,480
10	7,280	7,715
11	7,500	7,950
12	7,720	8,185
13		8,420

ARTICLE IX

Negotiation of Successor Agreement

At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

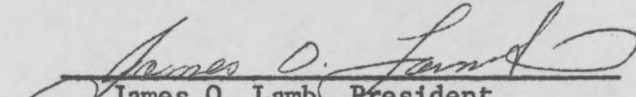
ARTICLE X

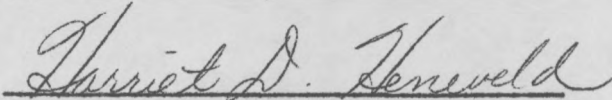
Duration of Agreement

This Agreement shall become effective July 1, 1966, and remain in effect until June 30, 1967.

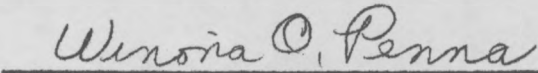
IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the 17th day of August, 1966.

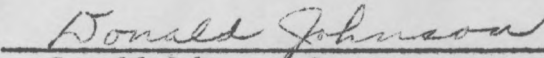
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DISTRICT OF THE CITY OF HOLLAND


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