

MEA
1216 KENDALE

E. LANS., M. 48824

1968-69

AGREEMENT

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DEC. 3 '68
OFFICE OF
PROFESSIONAL NEGOTIATION

Agreement made this 29 day of August

1968, by and between the Board of Education of Hopkins Public School, hereinafter called "The Board" and the Hopkins Faculty Club, hereinafter called "The Club".

ARTICLE I

A. Recognition and Term: The Board recognizes the Club as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all elementary and secondary teachers who are certified including counselors, special education teachers, probationary teachers, the athletic director and visiting teachers and specifically excluding the superintendent, high school principal and part-time teachers and substitutes not regularly employed and the director of counselors.

The Board and the Club shall each appoint a negotiating committee. The Board committee shall consist of not less than two board members and not more than three. The membership of the Club's committee shall include equal membership from both the elementary and secondary teaching staffs.

The term of this contract shall be one year and shall expire on the 30th day of June, 1969. Negotiations on the Contract for the 1969-70 school year shall begin in January, 1968.

B. Board Rights: The Employer, on his own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, 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 the United States, including but without limiting the generality of the foregoing, the right:

- a. To the executive management and administrative control of the school system and its properties and facilities, and the duty assignments of its employees;

Hopkins Bd. of Educ.

b. To hire all employees and subject to the provisions of law to determine their qualifications and the condition for their continued employment, their dismissal or demotion; and to promote, and transfer all such employees.

c. The Board shall have the right to prescribe the number and duration of class hours during the teaching day.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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.

C. Strike Prohibition: The Club recognizes that strikes, as defined by Section I of Public Act 336 of 1947 of Michigan, as amended by teachers, are contrary to law and public policy. The Board and the Club subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Club agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE II

Teachers Rights. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the district shall have the right to freely organize, join and support the Club for the purpose of engaging in collective bargaining or negotiation. The Board further agrees that it will not directly or indirectly encourage, discourage, deprive or coerce and teacher from the enjoyment or any rights conferred by Act 379 or other laws of the State of Michigan or its Constitution or of the Constitution of the United States; that it will not discriminate against any teacher with respect

to wages, hours, terms or conditions of employment, by reason of his membership in the Club or participation in collective professional negotiations with the Board or his institution of any grievance under this agreement, but that nothing herein shall require a teacher to be a member of, or participate in the activities of any organization.

B. 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. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except that the teachers shall be governed by the MEA code of Ethics (1966 revision).

C. The Faculty Club shall have the right to use a room of the school upon reasonable notice to the superintendent for the purpose of holding Club meetings, except that meetings shall not interfere with other regularly scheduled school activities and that the administration shall have the right to designate the location of the meetings within the building.

D. No teacher shall arbitrarily be assigned a subject for which he is not qualified to teach except where the teacher gives his written permission for said assignment. In all instances the administration shall provide the teacher with his written assignment at least 30 days prior to the start of each school year. No teacher shall have his assignment transferred after the notification without his written consent. In no case shall a teacher be compensated for full time classroom work unless he has accepted a full time schedule of classroom duties and responsibilities.

ARTICLE III

Board of Education Policies: The written policies of the Board which apply to wages, hours or working conditions shall be a part of this contract and except as they may be superseded by express provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this agreement.

ARTICLE IV

Professional Compensation: The salaries of the teachers covered by this agreement are set forth in the Appendix I which is attached hereto in incorporated in this Agreement. Said Salary Schedule shall be in effect for the 1968-69 school year.

ARTICLE V

I. Leave of Absence:

- a. Sick Leave: Teachers shall be on the job every school day for which they are paid unless specifically excused by resolution of the Board except as provided in the following:

All regularly employed teachers will be allowed ten (10) sick days per year without loss of salary. Unused sick leave days shall be cumulative to a maximum of sixty(60) days.

Sick leave will be paid and utilized as prescribed below:

1. Illness of the teacher.
2. Illness of an/or hospitalization of immediate family.
Immediate family defined as children, spouse and teacher.
3. Death of member of immediate family.
4. Death of other relations limited to one day per year.
5. Amount to be deducted for exceeding this limit will be 1/185 of teacher's yearly salary.
6. Additional number of sick leave days in excess of number of accumulated sick leave days will be allowed for extended illness of teacher only, which will be compensated at the difference between teacher's daily salary minus salary of substitute.
7. Teachers shall upon retirement from teaching (age 60 or more) be compensated at $\frac{1}{2}$ teaching pay for accumulated sick leave that occurs after June 30, 1967.

8. Teachers shall upon legal termination of contract with the Board after 5 years of service be compensated at $\frac{1}{2}$ substitute pay for all accumulated sick leave that occurs after June 30, 1967.

- b. In addition to sick leave as stated in paragraph "a", hereof all regularly employed teaching personnel shall be granted one day per year for the purpose of personal leave, (and shall not be cumulative) provided, however, said teacher obtains permission from the building principal, or superintendent at least two days prior to the date of expected absence, provided a suitable substitute can be employed. The principal or superintendent reserves the right not to grant more than two (2) applications for any given day.
- c. Professional leave of one day per year will be granted to teaching personnel for the purpose of visiting other elementary and secondary schools to observe classes in session, to attend educational workshops and conferences that will benefit the school program at Hopkins, and other professional activities approved by the administration. Notice to the administration to take professional leave must be at least seven days prior to the day of leave.
- d. Extended leave of absence shall be utilized in accordance with the provisions of the Michigan General School laws regarding Sabbatical Leave.
- e. Jury duty leave will be granted to staff members if called to serve if a suitable substitute can be hired as a replacement. Time served will be compensated at the difference of staff member's salary less the sum of the substitute's salary and juryman's compensation.

II. Substitute Teachers: Substitute teachers shall be hired on a day to day basis to replace regular staff members on leave. When possible certified substitute teachers will be utilized. If a suitable replacement cannot be hired (high school), then regular teachers shall be obligated on a

rotating basis during their conference period to act as replacements.

Regular teachers shall be paid \$3.00 per class period for this work.

ARTICLE VI

Payroll Deductions: Deductions from the bi-weekly payroll shall be made for the following purposes upon written request submitted to the Superintendent's office during the first week in September.

1. Allegan County Teachers Credit Union.
2. Professional dues for MEA, NEA, Allegan County Institute, and local dues.
3. Blue Cross and Blue Shield Hospitalization.

Any employee may terminate payroll deductions, with the exception of County Institute dues, upon written request to the Superintendent's office.

ARTICLE VII

Hours and Working Conditions:

A. The teachers shall be at their assigned duty stations at 8:30 a.m. and shall remain on the school premises until 4:00 p.m. Faculty members must be at their duty stations five minutes prior to the start of the afternoon classes. Faculty members must have the permission of the administration to be absent from duty after 8:30 a.m. and leave school prior to 4:00 p.m.

The enforcement of the above shall be the concern of the Faculty Club. If the Club fails in this duty the disciplinary action will be taken by the Administration and Board of Education.

B. Elementary teachers shall be required to collect lunch money on a weekly basis. A bank for change will be supplied. Teachers at the high school and junior high levels shall collect money for class fees during the second week of school and for weekly periodicals they may assign to their classes with the permission of the administration.

C. Elementary teachers shall not have outside noon duty, but shall be obligated to be in their rooms after eating lunch to supervise any or all of the

children of their classroom who must remain indoors because of recent illness of inclement weather.

High school and junior high teachers shall be required to be on noon hall duty on a rotating basis (maximum of two teachers per week).

D. All teachers may attend the MEA Conference October 28, 1968. If there is a change, teachers will be notified as early as possible. The other day of institute will be a regular school day.

E. Committee Work: All teachers are required to serve on a committee working to improve the school program. No teacher shall be required to serve on more than one committee during the school year unless they so desire.

Committees shall be formed as the need arises in such areas as curriculum improvement, equipment need and procurement, teaching techniques, design of classrooms, and teacher-in-service training. All committees shall be advisory in nature.

The committees are to be advised as to Board action on each report submitted with reasons given for Board action.

Programs for in-service training shall be planned by a committee consisting in membership of teachers and administration.

G. Time during the school day when a teacher is not in charge of a group of students (conference period-high school, music and physical education classes, elementary) shall be spent doing work related to their own class or the school program.

H. Teachers shall be required to attend one teachers' meeting per week. Meetings shall last no longer than 45 minutes in length, but teachers shall be required to remain at the meeting until all items on the agenda are completed.

I. The Faculty Club shall be given an opportunity to make recommendations regarding the school calendar. The length of the school year shall be such as to qualify for State Aid and comply with all provisions of the State of Michigan General School Laws and with the established Board policy regarding the school year. In no case shall the school year exceed 182 student instruction days (instruction days as defined by the State of Michigan General School Laws.)

J. A room shall be provided for use as a faculty lounge in which bulletin boards and work table shall be placed at the expense of the Board. This room shall consist of the present faculty lounge expanded by eliminating the north wall between the lounge and teacher work room.

Smoking and eating shall be permitted in the faculty lounge. The Club is responsible for keeping this room clean. Students shall not be allowed in this area.

K. Teachers required to participate in chaperon duties and ticket taking as determined by the high school principal at the beginning of each school year shall be compensated at the rate of \$5.00 per night provided the teacher is not otherwise receiving compensation as a sponsor of said activity.

ARTICLE VIII

Hopkins Faculty Club:

A. All discussion and work pertaining to the Hopkins Faculty Club shall be carried on only before or after regular school hours or during lunch periods.

B. The Hopkins Faculty club shall compensate the Board on a fair basis for use of materials and equipment.

C. All original records of the Board may be examined by representatives of the Faculty Club, but only in the office of the Superintendent upon written request signed by the president of the Faculty Club.

ARTICLE IX

Grievance Procedure:

A. A grievance shall be defined as an alleged violation of the expressed terms of this contract or written board policies.

B. The grievance procedure shall apply in those areas in which the Tenure Act prescribes or denies a procedure or authorizes a remedy. (discharge and demotion)

C. Should a teacher feel that a violation is in evidence the steps of procedure are as follows:

- (1) He discusses the matter informally with his principal within 20 days of the alleged violation. If no satisfactory conclusion is reached within 10 days following this discussion, he may proceed to step (2) within 10 days.
- (2) He presents his grievance in writing to the superintendent and requests an interview. This interview must be granted within 10 days after the superintendent receives the request. The superintendent shall make his decision within 10 days in writing sending a copy thereof to the teacher and the designated Association representative. If this decision is not satisfactory he may proceed to step (3).
- (3) He presents his grievance in writing in to the Board of Education at least by Thursday preceding its regular monthly meeting and request and audience. The Board shall place the request on its agenda. If no satisfactory conclusion is reached at this point, the teacher may then file his grievance with the State Labor Mediation Board (step 4) according to law.

D. Any adjustment made during the grievance procedure shall be consistent with the terms of this contract and at each step the teacher may have the designated Association representative act in his stead if he so chooses. In no instance shall the principal, superintendent, or Board fail to notify the designated Association representative in time to have him present at a discussion and adjustment of said grievance if he so desires.

E. Failure to institute a grievance or appeal a decision within the specified time limits shall be deemed an acceptance of the decision at that level. Should a grievance teacher accept the decision at any level or leave the employ of the Board all further proceedings shall be barred.

ARTICLE X

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and school property, and shall be held responsible for personal injury as defined and provided for under the laws of the State of Michigan and the United States government.

Teachers have the right to expect legal protection against bodily harm from irate students or parents.

SALARY SCHEDULE 1968-69

Step	Inc. 210.90 Non-degree	Inc. 229.40 B.A.	Inc. 240.50 M.A.
0	5700	6200	6500
1	5910.90	6429.40	6740.50
2	6121.80	6658.80	6981.00
3	6332.70	6888.20	7221.50
4	6543.60	7117.60	7462.00
5	6754.50	7347.00	7702.50
6		7576.40	7943.00
7		7805.80	8183.50
8		8035.20	8424.00
9		8264.60	8664.50
10		8494.00	8905.00
111		8723.40	9145.50

EXTRA DUTY COMPENSATION:
(percentage based on teaching salary)

Athletics:
Head coaches

Football	<u>8%</u>
Basketball	<u>8%</u>
Baseball	<u>4%</u>
Track	<u>4%</u>
Ath. Dir.	<u>6%</u>
Inter. Dir.	<u>3%</u>
G.A.A.	<u>2%</u>

Assistants and Reserve Coaches

	<u>6%</u>
	<u>7%</u>
	<u>2%</u>
Class Sponsors	<u>1%</u>
Yearbook	<u>3%</u>
Sum. Band Program	<u>10%</u>
Cheerleader	<u>1%</u>
Junior Play	<u>2%</u>
Stu. Council	<u>2%</u>
Senior Play	<u>2%</u>
Journalism	<u>2%</u>

This is to be part of the Master Contract.

Insurance Clause - \$50.00 will be paid by the Board of Education for Health Insurance purchased through the school carrier (Blue Cross). Cash will not be paid in lieu of insurance.

CERTIFICATION OF CONTRACT RATIFICATION

We the officers of the Hopkins Faculty Club hereby certify that the contract between the Hopkins Board of Education and Hopkins Faculty Club for the school year 1968-69 was ratified by its members on August 29, 1968

Honor Woolf
President

Maurine Fuller
Secretary

Herrick Lee Wilson
Treasurer

The officers of the Hopkins Board of Education hereby certify that the above contract between the Faculty Club and the Board was ratified by the Board at a Special Board Meeting on Aug. 28, 1968.

Jack P. Smith
President

Ray Timmer
Vice President

Eleanor Schwartz
Secretary