

1966-67

EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 1st day of June, 1966, by and between the Board of Education of Houghton Lake Public Schools, Houghton Lake, Michigan, hereinafter called the "Board", and the Houghton Lake Chapter of the Michigan 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 Houghton Lake 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 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:

M. E. A.

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E. LANS, MI.

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Houghton Lake Bd. of Ed.

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 279, Public Acts of 1965, for all certified classroom teachers, consultants, guidance counsellors, and librarians, employed or to be employed by the Board, but excluding Principals and Assistant Principals, Assistant Superintendents, business managers, office and clerical employees, teachers' aides and library clerks. The term "teacher", when used hereinafter in this Agreement, shall refer to all certified employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. Nothing contained herein shall be construed to 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.

C. 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 by law.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of 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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher 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.

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

C. The Association and its members shall be permitted to use school building facilities after regular school hours for meetings. 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 in teachers' lounges 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 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, except that this shall not be construed to mean that special information need be compiled for the Association.

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 basic salary schedule shall remain in effect during the term of this agreement, provided, however, that upon written notice to the other party at least ninety (90) days prior to the first day of May of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, from Labor Day for a maximum of 185 membership days, during normal teaching hours.

C. Teachers shall not be required to report more than two days (excluding Saturdays, Sundays and Holidays) prior to the beginning of classes in the fall, or to remain more than two days after classes end for the school year.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. (See Section 257, School Code.)

E. A teacher shall be released from regular duties without loss of salary two (2) days each year for the purpose of participating in State or Regional meetings of the professional education organizations.

ARTICLE IV

Teaching Hours

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

1. Check in no later than twenty-five (25) minutes before school starts.
2. Be at assigned place of duty no later than ten (10) minutes before school starts.
3. Leave school no earlier than twenty (20) minutes after school is dismissed.
4. Permission to leave school earlier or arrive later may be granted by the building principal.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least one-half (1/2) hour.

ARTICLE V

Teaching Loads and Assignments

A. 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.

B. 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. Such changes will be voluntary to the extent possible.

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.

A. The Board agrees to relieve teachers of playground duty at Noon.

B. The Board shall make available in each school restroom and lavatory facilities exclusively for teacher use, and at least one room in which smoking shall be permitted.

C. Telephone facilities shall be made available to teachers for local calls.

D. Parking facilities shall be made available to teachers apart from students.

E. 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, unless it affects his teaching responsibilities.

F. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any Professional Education 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. Any teacher may apply for such vacancy.

ARTICLE VIII

Transfers

A. Since the frequent transfer 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.

ARTICLE IX

Leave Pay

A. All teachers absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:

All probationary teachers be given 20 days sick leave per year, cumulative to 60 days; Tenure teachers be given 60 days sick leave per year, cumulative to 60 days.

B. Each teacher shall be entitled to two days per year for personal business, to be subtracted from sick leave, with no reduction in pay; providing personal days are not taken immediately before or after a holiday unless approved by the Administration.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Maternity leave shall be granted without pay. The leave will become effective 4 months prior to expected birth unless it is mutually felt that she can continue to effectively perform her duties. She shall be entitled to return from such leave at any time within two (2) years.

C. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule A of this Agreement.

D. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year.

A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this Agreement.

E. 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 military leave shall be given the benefit of any increments and sick or emergency leave allowances which would have been credited to them had they remained in active service to the school system.

Teachers who have been dishonorably discharged will not be permitted to return to their duties.

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.

B. Each teacher shall have the right upon request to review the evaluation made by his supervisor. A representative of the Association may be requested to accompany the teacher in such review.

ARTICLE X11

Insurance Protection

The board hereby agrees to provide the members of the Houghton Lake Chapter of the Michigan Education Association health-medical insurance as stated below:

1. A Twelve Month Insurance policy

(to run concurrent with the Master Contract; effective December 1, 1966 to June 30, 1967 of the present school year.)

2. The choice of two carriers: MEA or Blue Cross

3. Payroll deduction be made available for the payment of the premium

4. Board of Education to pay a portion of the Insurance premium and this portion to be paid as a "fringe benefit".

5. The Board's portion be defined as follows:

The Board of Education will pay, toward the policy of the teachers choice, an amount equal to 50% of the premium of a Family, Comprehensive, Non-deductible ward insurance policy, and this figure should be based on the Blue Cross income group rate in which they fall.

The agreement concerning insurance as a fringebenefit was ratified by the Board of Education on November 28, 1966, and by the Houghton Lake Teachers' Club on November 22, 1966.

ARTICLE XIII

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten days from receipt to approve or disapprove the grievance. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the State Labor Mediation Board.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, or suspended from all or part of his assigned duties, he shall be reinstated with full reimbursement of all professional compensation lost.

F. There shall be a grievance procedure policy maintained by the Board covering any rule, order or regulation of the Board not covered by this Agreement.

ARTICLE XIV

Miscellaneous Provisions

A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

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

C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees, 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 XV

Duration of Agreement

This Agreement shall be effective as of July 1, 1966 and shall continue in effect for one (1) year until the 30th day of June, 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

HOUGHTON LAKE CHAPTER OF THE
MICHIGAN EDUCATION ASSOCIATION

HOUGHTON LAKE PUBLIC SCHOOLS
BOARD OF EDUCATION

By Donald W. Kehler
Its President

By Donald R. Boyer
Its President

By Janice B. Wenig
Its Secretary

By Charles E. Dutton
Its Secretary

HOUGHTON LAKE PUBLIC SCHOOLS

Teachers' Salary Schedule

<u>Years of Experience</u> <u>Experience</u>	<u>Non-Degree</u>	<u>AB or BS</u>
0	\$ 5000	\$ 5300
1	5100	5469
2	5200	5644
3	5300	5825
4	5400	6011
5	5500	6203
6		6402
7		6607
8		6818
9		7036
10		7262

*** Substitute Teachers \$ 20.00 per day

<u>Special Increments</u>			
		Director of Athletics	\$ 300
Baseball	\$ 300	Director of Adult Education	200
Basketball	600	Director of Visual Aids	200
Basketball Assistants	300	Adult Education (per ten week course of 2 hrs. per week)	100
Cheerleading & GAA	400	Dramatics (per play)	100
Football	500	Yearbook	150
Football Assistants	300	Master's Degree	300
Golf	150	Master's Degree in Education or teaching field	500
9th Grade Basketball	150	Band	350
7th & 8th Grade Basketball	150	Additional Class	725
Skiing	150	Smith-Hughes Certificate	200
Tennis	150	Machine Repair (Commercial - Office)	150
Track	300		
Track Assistant	150		
Senior Sponsor	200		
Athletic Game Supervision	10/Night game		

Special Duties

The special increments listed on the schedule shall be reimbursed at the designated rate when they are performed in addition to normal classroom duties.

Military Service

Any person within the system as of June, 1962, shall be credited with one year's teaching experience if he has served one or more years in the armed forces of the United States. Future employees shall receive such credit only if military interrupts (or interrupted) their teaching career.

Advanced Education

1. A holder of a Bachelor's Degree and any permanent certificate shall receive a permanent increment of \$15 per semester hour for education beyond such degree and certificate providing it is approved as contributing to the individual's teaching proficiency and such increments shall be limited to a total of \$240 until he has acquired a Master's Degree.

2. A holder of a Master's Degree shall be eligible for 30 further \$15 per semester hour increments for approved work, or another Master's or Diploma Degree in his teaching field. An additional \$50 will be granted upon receipt of the degree.

Pay Period

Salaries shall be disbursed in bi-weekly payments over a 12-month period.

Non-Degree Teachers

Teachers who do not hold a Bachelor's Degree shall not progress beyond the five years of experience level on the schedule. Upon obtaining a degree a former non-degree teacher shall be credited with more than five years of his non-degree experience for salary purposes.

Outside Experience

A maximum of ten years credit is allowed for experience outside of the system.

Substitute Teachers

Any substitute teacher working on a full-time basis as a substitute for one semester or more should receive an increment proportionate to the length of service if he is given a contract for the following year.

Substitute Teachers Pay

The salary of a substitute teacher shall be \$20 per day.