LABOR AND INDUSTRIAL BELATIONS LIBRARY Michigan State University

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by and between the School District of Iron Mountain the City of Iron Mountain, Michigan, hereinafter called the "Board" and the Iron Mountain District Education Association, hereinafter called the "Association".

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RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. The term "teacher" when used hereinafter in this Agreement, will refer to all employees represented by the Association in the Bargaining or negotiating unit as above defined.

2. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement.

II

ASSOCIATION AND BOARD RIGHTS

1. Nothing in this contract shall supersede the legal authority or responsibilities of the Board of Education as defined by State Law and the School Code or the provisions of the tenure laws and its optional provisions adopted by the Board of Education on August 29, 1964. This includes provisions of school law as defined in Chapter IV, 75=95 for school districts of the third class or the provisions of Public Act 379.

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- 2. Nothing in the Statement of Policies and Practices of the Iron Mountain Schools revised July 23, 1965 shall supersede any of the terms or agreements made in this contract.
- 3. 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, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), census and membership data, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the school district, together with information which may be necessary for the Association to process any grievance or complaint.
- 4. The Board shall advise the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

III

PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES

1. Teachers may at a specific time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association.) Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made. This list shall be provided by the Association.

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IV

TEACHING CONDITIONS

1. Grading periods in the Iron Mountain Public Schools shall be a 9-9-1. This means that official grades and reports to parents shall be issued at the end of the 9th week. A system has been devised for reporting to parents at mid-marking periods or at any other time deemed necessary regarding unsatisfactory pupil accomplishment. The provisions for doing this shall be worked out mutually between the teachers and the administrative staff. It shall be the duty and responsibility of teachers to maintain contact with parents whenever deemed necessary for the mutual understanding of problems relating to unsatisfactory pupil achievement.

- Teachers whose classes are being taught by special teachers may be excused from attendance by the special teacher in charge.
- 3. Two half days per semester will be set aside for parent-teacher conferences in the elementary grades. No students will be in school during these sessions. The time of the present parentteacher conferences at semester end may be changed by mutual agreement.
- 4. The school board shall provide for assistance where needed in buildings having teaching principals.
- 5. Orientation for teachers who are new to the Iron Mountain School System shall be held prior to the opening of school in the fall.

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- 6. Ample teaching supplies shall be delivered to each building prior to the opening of school in the fall; these supplies shall be made readily available to each teacher on the first day of school.
- 7. A less time consuming method of collecting money from students shall be established. An exact procedure shall be established through negotiations and detailed in the final agreement.
- 8. Dismissal time on Fridays shall be made uniform for all teachers unless a class with students in attendance prohibits this.
- 9. The Board shall strive to maintain a reasonable pupilteacher ratio in classrooms.

V

VACANCIES, PROMOTIONS, ASSIGNMENTS

- Any vacant positions shall be posted. Posting shall include a description of the position and the compensation. The Board of Education shall have the full responsibility of reviewing qualifications and establishing standards.
- 2. All teachers shall be notified in writing, not less than 30 days prior to the opening day of school, of specific teaching assignments. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as practicable, and prior to May 1. Such changes will be voluntary to the extent possible. The duties shall be specified within the range of duties in the areas to be taught.

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3. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.

VI

ILLNESS OR DISABILITY

1. Sick Leave:

One day per month (10 days per school year) for illness, or death in the immediate family will be allowed with no deduction of pay. Unused sick leave days are allowed to accumulate without limit beginning with the accumulated balance remaining under the previous plan as of June 15, 1966. The Board of Education reserves the right to determine whether the absence for illness was bona-fide and at its discretion may require a doctor statement.

Teachers shall be granted their sick leave allowance in advance for the current semester (5 days). Example: a beginning teacher has five days of illness during the first month of school. This teacher may use five days of sick leave and be paid up to five days.

Illness due to compensible injury under Workman's Compensation Insurance shall not be covered by sick leave pay for wages paid by compensation insurance nor shall such absence be deducted from sick leave allowance. Provisions of school law pertaining to contagious disease shall not be affected by this policy. The difference between compensation insurances and regular pay may be paid the teacher during a compensated absence up to the limit of accumulated sick leave with a pro-rate deduction from sick leave by agreement between the Board of Education and the teacher.

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BUSINESS DAYS

Two days per year shall be provided each regular teacher (other than a contracted substitute) as leave for personal business. It is agreed that personal leave days are provided for the vast number of legitimate business, professional, and family obligations a teacher regularly encounters and which cannot be met outside the regular school day. A statement of purpose to the Principal shall be required prior to the leave. Normally, a short-leave application shall be processed before the leave occurs, but, in all cases, notification of intent to be absent shall be given at the earliest possible time.

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- 2. For all other absences not covered by sick leave or personal leave except when on school business authorized by the Board of Education or superintendent, pay shall be deducted at the rate of 1/190th of the annual base salary for each day of absence. Exceptions may be granted only by action of the Board of Education.
- 3. If a teacher is called for jury duty, he shall use his Business Day; the teacher shall be compensated at the normal rate if this duty is extended beyond the personal day limit.

VIII

LEAVES OF ABSENCE

- Leave of absence for a period of not to exceed one year may be granted by the Board of Education for the purpose of further study.
- 2. No teacher may teach after the fifth month of pregnancy. At the option of the Board of Education and only for the benefit of the school district, this time may be extended, but in no case by more than one month. Maternity leave shall be granted to tenure teachers only and in no case less than one semester nor more than one year plus the remainder of the current year during which leave is granted. Teachers who do not return at the expiration of leave granted will have forfeited their tenure rights to their position but shall have priority for any vacancy for which they are qualified for a period of one additional year.

PROFESSIONAL IMPROVEMENT, BEHAVIOR, AND MAINTENANCE OF STANDARDS

It has been and shall be the policy of the Board of Education to encourage attendance of teachers to workshops and conferences that will improve their educational effectiveness in their teaching assignments. Conferences in the local area (defined as within 100 miles) shall be defined as local conferences.

Each teacher shall be allowed to attend one local conference per year providing they do not require the loss of more than one school day and are approved by the superintendent.

Other workshops or conferences must be approved by the Board of Education. Applicants shall submit requests far enough ahead so that they may be considered at regular board meetings. An estimated expense shall also be submitted.

The following rules shall apply to expense allowances:

- A. Car allowance will be allowed for only one car when five (5) teachers or less attend the same workshop or conference. Transportation shall be pooled wherever possible.
- B. Where attendance at conferences other than local are approved, transportation will not be approved if it exceeds tax exempt air line fare when conferences are held at or near air line stops.
- C. Car allowance shall be allowed at the rate of 9¢ per mile, state highway maps mileage to be used. Actual cost of lodging, meals and registration fees shall be reimbursed in full.

Workshops, clinics and conferences under this policy shall be limited to educational meetings directly related to the teaching assignment and shall not include any other meetings unless approved by the Board of Education.

 The Board and the Association shall establish a Professional Improvement Committee with specific responsibilities to be determined through negotiations.

IX

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- 3. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.
- 4. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- 5. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiences in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- 6. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. All materials distributed by the Association shall be presented to the Board and Administration.
- 7. Any teacher who is relieved of extra curricular activities will be informed prior to the action.

SCHOOL CALENDAR

(Inserted as the following three pages)

XI

PROFESSIONAL COMPENSATION

 Any teacher who assumes extra class or classes shall be paid 1/6 of his base B.A. or M.A. salary per extra class taught.

2. Teachers shall be paid twice a month, the 15th and last day of the month. The salary shall be distributed on a 12 months basis. A full months pay shall be paid on the last day of school in June. Summer checks for the months of July and August may be taken at the teachers option in full on July 15 or in two checks on July 15 and August 15. The majority shall prevail.

3. For those who are officially enrolled on a Masters program in a bona-fide institution granting the Masters degree, an additional increase in salary will be granted, representing one fourth of the difference between the Bachelors and Masters salary for each block of eight semester or 12 term hour credits certified by the institution as applying toward the degree. Credits will be accepted up to September 1 of each given year, at which time payrolls will be made out and remain so until the following September 1.

X

IRON MOUNTAIN PUBLIC SCHOOLS SCHOOL CALENDAR FOR YEAR 1967-68

The school year begins on Tuesday, September 5, 1967, and closes on June 5, 1968.

The school year consists of $9\frac{1}{2}$ months or 38 weeks.

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School Month	Begins	Ends	Membership	In Session
September	9/5	9/29	20	19
October	10/2	10/27	22	20
November	10/30	11/22	21	20
December	11/27	12/19	13	13
January	1/3	1/26	21	21
February	1/29	3/1	21	21
March	3/4	3/29	21	21
April	4/1	4/26	20	20
May	4/29	5/29	23	22
June	6/3	6/5	3	3
			185	180

SCHOOL PERIOD SCHEDULE FOR GRADES, REPORTS TO PARENTS AND CA-12-1 REPORTS

Period	Length	Ends	To Parents
1	9 weeks	11/3	11/9
2	9 weeks	1/19	
3	l week	* 1/26	1/26
4	9 weeks	3/29	4/5
5	9 weeks	5/29	
6	l week	6/5	6/5

*First Semester Ends

Sunday, May 26.....Baccalaureate Services Monday, May 27....Senior Picnic Tuesday, May 28....Junior-Senior Banquet Wednesday, May 29....Graduation Exercises

(Graduation week program subject to change)

HOLIDAY SCHEDULE AND DAYS OF NO SCHOOL

SCHOOL YEAR 1967-68

- There will be no school on Thanksgiving Day and the Friday following, November 23 and 24. School will dismiss at noon on November 22.
- The Christmas Holidays will start on Wednesday, December 20.
 School will reconvene on Wednesday, January 3.
- 3. The Easter vacation will begin with the close of school at noon on Thursday, April 11. School will reconvene on Tuesday, April 16.
- 4. The MEA Institute will be held in Marquette on October 5 and 6, Thursday and Friday.
- 5. There will be no County Institute this year.
- 6. Kindergartens will alternate on the half days of school as usual.

SPECIAL PROGRAM DAYS FOR WHICH OBSERVANCE IN THE SCHOOL IS REQUIRED BY LAW

Principals will see that suitable observance is made.

Columbus Day	October 12
Carleton Day (Arbor Day)	October 21
Theodore Roosevelt's Birthday and Navy Day	October 27
Liberty Day	November 11
Lincoln's Birthday	February 12
Washington's Birthday	February 22
Army Day	April 6

PAY SCHEDULE FOR SCHOOL EMPLOYEES

Teachers, principals, and instructional personnel will be paid according to the following schedule unless otherwise specified. The contract salary will be divided into twelve payments to be paid as follows:

Sept. 15half	payment
Sept. 29half	payment
Oct. 13	
Oct. 31	
Nov. 15	
Nov. 30half	
Dec. 15half	payment
Dec. 29half	
Jan. 15	payment
Feb. 15	payment
Feb. 29half	payment
March 15half	
March 29half	
April 15half	
April 30half	payment
May 15half	
May 31half	
June 5full	
July 1full	
July 31full	

Custodians and other non-instructional personnel will be paid the same as above except for the months of June, July, and August, during which semi-monthly pay days will be in effect.

Withholding tax, Retirements, and Social Security, and any hospitalization authorized will be deducted from all checks as issued.

Casual labor and janitors' overtime will be paid for the period between the 20th of each month at the end of the month. Substitutes will be paid for the periods between the 5th and the 20th and 20th and the 5th. Supervisors and principals are reminded that these reports must be in on these days, otherwise pay will be delayed until the next pay . period.

XII

INSURANCE

1. The Board shall provide 100% of hospitalization insurance protection for each teacher, spouse, and child. This insurance protection shall consist of both the Basic MEA plan and Major Medical. There will be no loss of time benefit.

XIII

GRIEVANCE PROCEDURE

1. Definition:

- A. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established law, policy, or the terms of this agreement.
- B. The term "teacher" as defined in Section I, page 1, may include any individual or group of teachers who are certificated and who are members of the teaching faculty.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

Purpose:

The primary purpose of the procedure set forth in this Section 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 any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter with any appropriate member of the administration.

Structure:

In regard to the structure of the grievance committee or its procedure within its own group, this shall be the prerogative of the Iron Mountain Education Association and the aggrieved teacher. The aggrieved teacher may choose to be represented in a grievance if they so desire. The grievance shall be originated by the teacher and not by a second party.

Procedure:

2.

Nothing in the grievance procedure shall require the Board of Education to abrogate any of its legal duties, responsibilities or procedures nor abrogate the legal rights of any teacher as defined under school laws, the tenure laws, the right of appeal or the right of arbitration as defined in Act No. 379, the 1965 amendment to the Hutchinson Act. If the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

3. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

XIV

NEGOTIATING PROCEDURES

1. It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters. Negotiations must begin by March 1 and meet once each quarter during the year.

- 2. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 3. 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, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of an agreement between the two parties.

SALARY SCHEDULE

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Experience Years	<u>B.A.</u>	<u>M.A.</u>
0	5800	6000
1	5974	6240
2	6153	6489
3	6337	6749
4	6527	7019
5	6723	7300
6	6925	7591
7	7133	7895
8	7347	8211
9	7567	8539
10	7794	8881
11		9237

IRON MOUNTAIN HIGH SCHOOL ATHLETIC DEPARTMENT PROPOSED COACHING & WORKERS® SALARIES

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Athletic Director	*10%	Plus Release Hour	
Varsity Football	10%		
Varsity Assistant Football	7%		
J. V. Football	7%	3 Weeks - Pre-School - Pro- Rated (Meaning: the same	
Assistant J. V. Football	6%	salary as) (3 weeks of reguing salary)	
Frosh Football	5%		
Jr. High Football	4%		
Cross Country	4%		
Varsity Basketball	10%	1 Week For Holiday (Pro-rated)	
J. V. Basketball	7%		
Jr. High Basketball	4%		
Wrestling	8%	Based on one coach - Other arrangement if assisted	
Tennis	4%		
Golf	4%		
Track	6%		
Assistant Track	4%		
Skiing	4%		
Cheerleading	2%		
Girl's Athletic Association	3%		
Gymnastics	3%		
Ticket Personnel Scoring Personnel	\$3.00 per hr.	Based on approximately 3 hrs. per worker - per game	
Ushering & Crowd Control	\$2.00 per hr.		

* (% - is to read) - % of starting base salary.

MASTER TEACHING CONTRACT IRON MOUNTAIN CITY SCHOOLS

The following are amendments or additions to the Master Teaching Contract as follows:

- 1. That the contract be dated from June 30, 1967 to June 30, 1968.
- 2. Section II, Item 3, Page 9, (add) "Additional increases in salaries will be granted representing ½ of the difference between the bachelors and masters degree salary for each block of 8 semester or 12 term hour credits certified by the institution as applying toward a degree. Credits will be accepted up to September 1 and February 1 of each given year."
- 3. School calendar pay schedule for employees is only added to the contract as a piece of information and is not an official part of the contract.
- 4. Section 7, Item 3, Page 6, (changed to read) "If the teacher is called for jury duty he shall use his business day. After this the teacher shall be compensated at a rate of the difference between his normal pay and that provided by the jury duty if this duty is extended beyond the personal day limit."

The ratification of this agreement with full endorsement of both

parties, is hereby concluded on the _____ day of _____ 1967.

Board of Education

Iron Mountain Education Association

President

Secretary