

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

AGREEMENT

THIS AGREEMENT entered into this 15th day of June,
1966, by and between the Board of Education of the City of Ishpeming, Michigan,
School District No. 1, hereinafter called the "District", and the Ishpeming Teachers'
Association, hereinafter called the "Association".

Ishpeming
Bd. of Educ.

M.E.A
1216 KENDALE
E. LANS., MI.
48824

Page 1

A more carefully
constructed copy is in the
process of being made.

John Parthé

ARTICLE I - PURPOSE AND INTENT

The District and the Association recognize: that their individual and joint objective should be to provide a quality education to the children of the District: that the quality of education provided greatly depends upon the dedication and morale of the teaching staff and upon the expertise, effectiveness and efficiency of the administration: and, further, that this objective must be accomplished within a budget determined by means and methods outside of the control of either of them.

Being engaged in a mutual endeavor in the public interest, the District and the Association recognize that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards and encourage, to the fullest extent, fair and harmonious relations between their respective representatives at all levels, and among all employees of the District whether or not they be covered by this Agreement.

In the above spirit and pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the District and the Association herein set forth all their agreement with respect to the wages, hours and other terms and conditions of employment of members of the Association who are covered hereby, insofar as such matters are not controlled by applicable Michigan laws.

ARTICLE II - RECOGNITION OF THE DISTRICT'S
RIGHTS

Subject to the terms of this Agreement, the District retains exclusively all its legal, customary and normal functions of management of the affairs of the District, including, but not limited to, the determination of the number and types of schools and the location, schedule, curriculum and staffing thereof, the hiring, transfer, promotion and demotion of its teachers, the establishment and enforcement of rules to maintain efficiency of and discipline among its teachers and the suspension, discipline, and discharge of its teachers for proper cause: provided, however, that in the exercise of such functions the District will not discriminate against any teacher because of membership of non-membership in the Association.

ARTICLE III - RECOGNITION OF THE ASSOCIATION'S
STATUS

Section 1

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the District recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to the wages, hours and other terms and conditions of employment, for the term of this Agreement, of all teachers, guidance counsellors and librarians, but specifically excluding the superintendent, principals, custodians, temporary teachers and substitute teachers, office, clerical and other non-professional employees.

Section 2

Upon receipt of a written authorization signed by a teacher, the District will deduct, during the existence of this Agreement, from the monthly salary of such teacher the monthly membership dues of the Association (including the National Educational Association and the Michigan Educational Association) and shall also deduct any assessments against him which may be uniform and general among members of the Association. Such amounts will be remitted to the Treasurer of the Association.

Section 3

The teachers who are covered by this Agreement will be represented by a Professional Negotiation Committee of five (5) such teachers elected by the Association in any manner it determines. The Association shall keep the Superintendent of Schools currently advised, in writing, of the members of the Professional

Superintendent of Schools currently advised, in writing, of the members of the Professional Negotiation Committee, and only such teachers shall be recognized by the District as representatives of the Association. Either party may have such consultants or other persons as it may deem necessary at any meetings between the parties.

ARTICLE IV - SALARIES

Section 1

The salary schedule for teachers covered hereby is set forth in Appendix A, which is attached hereto and is incorporated herein by reference. Such salary schedule shall remain in effect during the term of this Agreement subject to the provisions of Article _____.

ARTICLE V - TEACHING SCHEDULES

Section 1

It is the policy of the District to consider its present teaching schedules as the normal daily and weekly work schedule. Permanent changes in schedules, in excess of those referred to herein, shall be discussed with the Association prior to their establishment.

Section 2

The schedules referred to in Section 1 above are as follows:

A. Hours per day:

High School	6 3/4 hours
C. L. Phelps	6 1/2 hours
Elementary	6 1/4 hours

B. Hours per week: High School

- This area to be re-constructed to fit present situation.*
1. 25 teaching periods of 1 hour each.
 2. 5 non-teaching periods of 1 hour each, except that in any 3-week period, 5 of the non-teaching periods may be assigned supervisory periods.

C. Hours per week: C. L. Phelps School

1. 25 teaching periods of 45 minutes each.
2. 15 non-teaching periods of 45 minutes each, 5 of which will be unassigned preparation periods.

D. Hours per week: Elementary Schools

1. 25 teaching hours.
2. 6 1/4 non-teaching hours.

Section 3

In addition to the hours and periods referred to, each teacher will be allowed at least $\frac{1}{2}$ hour period daily for lunch which period will be duty free: any

change in the present schedule shall be discussed with the Association. Each high school teacher may be required to report to the school ten minutes prior to commencement of classes, which time is not included in the above schedules.

Section 4

Teachers shall not be required to report prior to the opening day of school in September or to remain after school ends in June without compensation therefor.

ARTICLE VI - LEAVES

Section 1

It is the policy of the District to permit absence from teaching duties under the circumstances hereinafter set forth. Any changes in such policy shall be discussed with the Association prior to establishment.

Section 2

Leaves of absence with pay.

1. Teachers will be granted ten days per contract year for personal illness or illness in their family. A teacher may accumulate any unused days, up to a maximum of 120 days, for such illness in future years.
2. Teachers will be granted leaves up to five days for a death in the immediate family. Immediate family is deemed to include spouse, children, parents, grandparents, brothers, sisters of the teacher, parents of the spouse, son-in-law, daughter-in-law, grandchildren, brother-in-law, sister-in-law, and any person who has made residence with the family.
3. Teachers will be granted such time as may be required for their appearance in court on behalf of the District, or on their own behalf in any action by them against a third party, which action arise out of the performance of their teaching duties.
4. The District may grant time under the provisions of this subsection 2, for visitations to other schools or attendance at educational conferences or conventions.
5. Teachers will be granted a leave of absence for one day in each contract year for personal reasons. The day shall be approved by the administration. *A second day will also be given at the cost of substitutes pay (\$20)*
6. Tenure teachers will be granted a leave of absence for the purpose of taking a Selective Service physical examination.
7. Teachers will be granted leaves of absence required for the performance of jury duty and shall be entitled to pay for such time, less, however, any amounts received as payment for jury duty.
8. A teacher will be released without loss of pay for a period of two days to participate in the annual Upper Peninsula meeting of the Michigan Educational Association.

Section 3

Leaves of absence without pay.

1. Leaves of absence without pay for periods of up to one year will be granted, without loss of salary increment, and where proper replacements are available, for: studies relating to the teacher's license field: studies to meet eligibility requirements for a license not held by a teacher: study, research or special teaching assignment involving advantage to the school system: officers of the MEA or NEA for performance of official duties.
2. A maternity leave of absence will be granted commencing not later than the 5th month of pregnancy and terminating no less than 5 months after the birth of the child.
3. A leave of absence for up to one year will be granted to teachers to serve in a public office.
4. A tenure teacher whose personal illness extends beyond the period compensated under Paragraph 1, subsection 2 above will be granted a leave of absence up to three years. Upon return from such a leave the teacher will be assigned to the same or substantially equivalent position if available, but with not more than one year advance in salary schedule.

ARTICLE VII - PROMOTIONS, TRANSFERS,
ASSIGNMENTS AND SEVERANCE

Section 1

It is the policy of the District, when it believes all factors to be equal, to make promotions from within its own teaching staff. The District will post dated notices of vacancies in teaching or related positions in each school building, ten (10) days prior to the permanent assignment of a teacher to such position. Any teacher may indicate within such ten-day period to the District his desire to be considered for assignment to the position. The District will notify each such teacher of the person to be assigned to the vacancy prior to a general announcement.

Section 2

In the event that transfers of teachers to another school are required the District will post a notice of such transfer in the same manner as Section 1 above. Teachers may indicate to the District their desire to be considered for such transfer.

Section 3

Teachers affected by a change in grade assignments in the elementary school and subject assignment in the secondary schools will be notified by their principals as soon as practicable and by June 1st if possible.

Section 4

Teachers shall meet North Central Association of Colleges and Secondary Schools accreditation standards.

Section 5

Teachers, except temporarily and for good cause, will be assigned to duties within the scope of their teaching certificates or their major or minor

field of study.

Section 6

The District will cooperate with the Association in making available to the teachers such information as it may acquire concerning positions and opportunities in or under State and Federal educational programs.

~~Section 7~~

~~Upon retirement from the District, a teacher who has been employed by the~~

Section 7

Upon retirement from the District, a teacher who has been employed by the District for ten (10) years shall be paid one week's current salary plus one day's current salary for each year of employment by the District in excess of ten (10) years, up to a maximum of Five Hundred Dollars.

ARTICLE VIII - MISCELLANEOUS

Section 1

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 employee organization. The District 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 education opportunity to all pupils.

Section 2

The Association and its members shall have the right to use school facilities for meetings at such times and at such locations as may be approved by the Superintendent.

Section 3

The District agrees to furnish to the Association in response to reasonable requests from time to time such available information concerning the financial resources of the district, tentative budgetary requirements and allocations as will assist the Association in determining the financial condition of the District.

Section 4

The District will reimburse a teacher for any malicious damage or destruction to clothing or personal articles (excluding automobiles) arising out of the performance of his duties.

The District will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student.

Section 5

Male teachers may remove their suitcoats in the classroom if uncomfortable conditions so warrant and provided the teacher is wearing a dress shirt and tie.

Section 6

Teachers will not be required to drive a school bus as part of their regular duties.

Section 7

Telephone facilities will be available to teachers for their reasonable use.

Section 8

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

Section 9

The District further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian (unless qualified and assigned to such position) 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 persons, the District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

Section 10

A teacher shall receive a copy of the evaluation within 5 days of the evaluation. There shall be room on the evaluation sheet for teacher's comments.

Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested by the teacher to accompany the teacher in such review.

Section 11

The Board recognizes the need in each school for adequate lunchroom, restroom and private lavatory facilities and at least one room of adequate size appropriately furnished with facilities for refreshments which shall be used as a faculty lounge.

ARTICLE IX - PROFESSIONAL
GRIEVANCE PROCEDURE

Section 1

The primary purpose of the procedure herein setforth is to provide a prompt settlement of any grievances arising between the parties.

"Grievance" as used in this agreement is limited to a complaint which has not been settled as a result of the discussions required by Step 1 and which involves the interpretation or application of or compliance with the provisions of this agreement.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

Section 2

The grievance procedure shall be as follows:

Step 1. The aggrieved teacher shall discuss the matter with his immediate principal, either individually or with his Association representative. The grievance must be presented to the principal within 10 days after the teacher knew or should have known if he exercised reasonable diligence and attention that the cause of the grievance had occurred in order to become the basis of action. If the complaint is not resolved within 3 days following this meeting, it may be reduced to writing and appealed to Step 2 of this procedure.

If the decision reached in Step 1 is not appealed within 3 days from such decision, the matter shall be considered settled.

Step 2. The grievance shall be discussed between the teacher and/or member or members of the Professional Rights and Responsibilities Committee, hereinafter referred to as PR&R Committee, and the Superintendent of Schools together with such other persons as either party may designate. Each grievance appealed to Step 2 shall be in writing and contain a clear and concise statement of the subject matter of the grievance, the relief sought and the Section and Subsection under which he believes himself entitled to relief. The discussions mentioned above shall be held within 5 days of receipt of the written grievance by the Superintendent. Processing of the grievance on the part of the teacher or teachers shall be under the full control of the PR & R Committee.

Grievances not decided within 5 days may be appealed to Step 3. Grievances not appealed from a decision rendered under Step 2 within 5 days from the date of the decision shall be considered settled on the basis of that decision.

Step 3. Upon written notice of appeal from any decision rendered under Step 2, the grievance shall be discussed between the teacher and/or members of the PR&R Committee and members of the Board of Education appointed for such purpose. The discussion mentioned above shall be held within 5 days after receipt by the Superintendent of the written appeal. In the event neither party determines that mediation is necessary within 30 days from the

first Step 3 meeting, the grievance shall be considered settled on the basis of the decision last made.

At the request of either party an additional Step 3 meeting may be held by a panel consisting of a member of the Association, a member of the Board of Education and a third person to be mutually selected by the Association member and the Board member. A majority of this panel shall submit a written recommendation as to the disposition of the grievance to the parties.

Step 4. At any time within the 30 day period following the first Step 3 meeting, either party may invoke the provisions for the mediation of grievances, being Section 7 of Act 336 of the Public Acts of 1947, as amended.

Section 3

1. The grievance discussed and the decision rendered at level one shall both be placed in writing upon request of either party.
2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing and processing grievance shall be designated 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.
4. The grievant shall be given access to all records and available information needed to process his grievance except personnel files of other staff members.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

6. All days referred to in this procedure shall be school days.

7. Grievance meetings beyond Step 1 shall be held at mutually agreeable times and places.

8. During the first week of each school quarter the Professional Negotiating Committee and the administrative staff, together with a member of the Board of Education, shall meet to discuss the administration of this agreement and any problems which either party believes exists or may occur in the operation of the School District. An agenda shall be prepared by the parties covering the subjects to be discussed at least a week prior to the meeting.

ARTICLE TERM OF THIS AGREEMENT

This Agreement shall become effective _____,
and it shall remain in full force and effect until June _____,
and for annual periods thereafter, unless and until either the District or the
Association, during the month of November, shall serve upon the other party
hereto written notice of a desire to terminate, modify, alter, renegotiate, change
or amend this Agreement. Following such a notice the parties shall meet, as
early as is practicable under the circumstances, on or after December 1, for the
purpose(s) indicated. A notice of desire to modify, alter, amend, renegotiate or
change - or any combination thereof - shall have the effect of terminating this
Agreement in its entirety on the expiration date in the same manner as a notice
of desire to terminate unless, before such date of termination, all subjects of
amendment proposed by either party have been disposed of by agreement or by
withdrawal by the party proposing amendment.

Ishpeming Teachers' Association

By Its P. N. Committee:

Chairman

Board of Education
of the City of Ishpeming

By _____

By _____

ISHPEMING PUBLIC SCHOOLS
SALARY SCHEDULE
1966-1967

Years of Experience	A. B.	A. B. + 15	M. A.	M. A. + 15
0	5400	5616	5832	6048
1	5616	5832	6048	6264
2	5832	6048	6264	6470
3	6048	6264	6470	6686
4	6264	6470	6686	6902
5	6470	6686	6902	7118
6	6686	6902	7118	7334
7	6902	7118	7334	7550
8	7118	7334	7550	7766
9	7334	7550	7766	7982
10	7550	7766	7982	8198
11	7766	7982	8198	8414
12		8198	8484	8630
13			8630	8846
14				9062
15				
16				
17				
18				
19				
20	7982	8414	8846	9278
25	8198	8630	9062	9494

ISHPEMING PUBLIC SCHOOLS
SALARY SCHEDULE
1966-1967

Years of Experience	A. B.	A. B. + 15	M. A.	M. A. + 15
0	5500	5720	5940	6160
1	5720	5940	6160	6380
2	5940	6160	6380	6600
3	6160	6380	6600	6820
4	6380	6600	6820	7040
5	6600	6820	7040	7260
6	6820	7040	7260	7480
7	7040	7260	7480	7700
8	7260	7480	7700	7920
9	7480	7700	7920	8140
10	7700	7920	8140	8360
11	7920	8140	8360	8580
12		8360	8580	8800
13			8800	9020
14				9240
15				
20	8140	8580	9020	9460
25	8360	8800	9240	9680

*accepted
6-8-66*

Ishpeming Public Schools
June 10, 1966

The Board of Education has approved the following schedule of payments for supervision at athletic contests by professional personnel:

High School Basketball:	
Supervision	\$10.00
Scorers and Timers	11.50
Jr. High School Basketball	
Supervision	7.50
High School Football	
Supervision and Tickets	7.50
High School Track	
Assisting at meet	7.50

Any other activity for which reimbursement has been made in the past will be paid on an hourly basis of \$2.50 per hour for the actual time involved.