

1969-70

Lake Linden
18

AGREEMENT

This Agreement entered into this ^{11th} day of August, 1969, by and between the Board of Education of the Lake Linden-Hubbell Public Schools, Lake Linden, Michigan, hereinafter called the "Board", and the Lake Linden-Hubbell Education Association, hereinafter called the "Association."

IT IS MUTUALLY AGREED AS FOLLOWS:

The Board and the Association recognize that providing a quality education for the children of the district is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service.

It is the objective of the parties that the obligation of the Board for successful prosecution of its business, the fulfillment of its responsibilities to the public and to the children of the school district, and the fulfillment of its responsibilities to the teachers covered by this Agreement be carried on without interference arising from differences between the parties.

It is, therefore, the intent of the parties hereto to set forth herein their agreement with respect to salaries and wages, hours, terms and conditions of employment to be observed by the Board, the Association and the teachers covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent interruptions of school operations and activities, work stoppages, strikes, or other interferences with the work of the Board during the life of this Agreement; and to promote harmonious relations between the Board, its teachers and the Association.

Recognition

1. The Board hereby recognizes the Association as the exclusive bargaining representative for professional teaching personnel defined as follows: classroom teachers, substitute teachers, guidance counselors, and librarians, on tenure, probation and on per diem appointments employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employes as above defined that are represented by the Association as members of the bargaining or negotiating unit and references to male teachers shall include female teachers.

2. This recognition clause shall be construed to apply to employees and not to work. It shall not limit the Board's right to contract out work or to transfer work to other employees not included within the above described when the nature or amount of work changes.

Lake Linden Board of Edu.

MEA
1216 KENDALE
E. LANS., MI.
58824

RECEIVED (2)

OCT 16 1969

OFFICE OF
PROFESSIONAL NEGOTIATIONS

Board Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Board reserves and retains, solely and exclusively, all of its Common Law rights to manage the school system, as such rights existed prior to the execution of this or any other previous agreement with the Association or any other union. The sole and exclusive rights of management which are not abridged by this Agreement shall include but are not limited to its right to determine the existence or non-existence of facts which are the basis for management decision, to determine educational programs, approve textbooks, set teaching loads and class sizes, assign extra duties, drop, add or change class offerings; to establish or continue policies, practices and procedures; the right to determine and from time to time redetermine the number, location, relocation and types of its operations, and the programs, methods and materials to be employed; to discontinue programs or operations or to discontinue their performance by employees of the Board; to determine the number of hours per day, and to schedule the days that that school shall be in session; to select and to determine the number and types of employees required; to transfer, promote or demote teachers, or to lay off, terminate, or otherwise relieve teachers from duty for lack of work or other legitimate reasons; to determine the fact of lack of work, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline teachers for reasonable and just cause and otherwise to make such measures as the Board may determine to be necessary for the orderly, efficient and effective operation of the school system -- all to the best regard of its teachers.

School Year

The school year shall consist of 180 school days: Provided, that the length of the school year may be changed to meet the requirements and criteria of the Michigan Department of Education, the North Central Association or other agencies or associations in those cases where lack of Department of Education, North Central Association or other agency or association approval may influence the academic, educational, financial or economic status, condition or rating of the school system.

Teachers who have not been employed by the Board during the previous semester will be required to report for duty one working day prior to the opening of the school year.

Hours of Work

The Board recognizes the principle of a standard forty-hour, five (5) day work week, and will, so far as possible, set work schedules and make assignments which the average teacher can reasonably be expected to complete within such standard work week. The teacher's normal duty station hours shall commence twenty-five (25) minutes before school starts and end fifteen (15) minutes after normal dismissal time, except for additional committee and staff work which would normally be limited to one after-school period per week and one evening per semester for an event such as an "open house" or "parent's night." As professionals, teachers will be expected to utilize the remainder of the work week in the best interests of the school system. This provision shall in no way be construed as a guarantee by the Board of any amount of work in any period, or as a limitation on hours of work in any period.

Probationary Teachers

All teachers during the first two school years of employment shall be deemed to be in a period of probation: provided, that a third year of probation may be granted by the Board upon notice to the tenure commission; provided further, that in the event that a teacher on continuing tenure in another Michigan school system is employed by the Board, he shall not be subject to another probationary period of more than one year.

The Board retains the right to discharge teachers during or at the end of the probationary period with or without cause and the discharge may not be made the subject of a grievance either by the employee or by the Association.

Instructional Program

The Board, Administration, and the Association recognize that the school instructional program and related matters need continuing study and improvement.

It is agreed that the parties shall cooperate in studies to assist the Board and Administration whereby it may bring about desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and any other phase of the instructional program. At the request of the Superintendent, the faculty shall serve on committees to develop improved instructional programs. Recommendations on course and/or instructional materials should be directed to the Superintendent for consideration by the Board.

Teaching Materials

The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to consider all joint decisions thereon made by its representative and the Association.

Student Discipline

Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility and will give reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom, except when it is evident that the teacher has conducted himself in a non-professional manner.

Salaries and Wages

1. The minimum salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.

2. The term "Net Credited Service" as used in Schedule A shall mean the number of full academic semesters (excluding summer semesters or sessions) during which the teacher has been actively teaching and has been continuously under contract to the Board, less deductions for leaves of absence and less periods of absence attributed to temporary leaves totaling in excess of sixteen working weeks in any period of twelve consecutive months; plus time lost when the teacher is either sick, or injured for less than two semesters, plus any time spent in the Armed Forces of the Nation, or any absence approved by the Board. For the purpose of establishing teacher salaries, full semesters of net credited service shall be computed as of the second Tuesday of July preceding the academic year in which the salary is to be paid. Partial semesters of teaching experience shall not accrue toward net credited service with the exception that half-time teachers (teachers working for approximately one-half of the school day) shall be credited with one full semester of net credited service for each two consecutive semesters during which they have actively taught on a half-time basis prior to the aforementioned second Tuesday of July.

3. For teachers educated in disciplines which are recognized as scarce or hard-to-secure, the Board is authorized to pay not more than two (2) semesters of net credited service above the salary schedule. The total number of such teachers shall be limited to one (1) during the term of this Agreement.

Teachers presently employed by the Board may be included in the above manner in order to avert a critical situation.

4. The Board recognizes the principle of transferable teaching experience and reserves the right to set the salary for newly hired experienced teachers by basing the initial salary on the merits of teaching experience accumulated in other school systems, subject to Board policies on teaching experience at the time of the hiring, said credited experience not to exceed actual teaching experience except as otherwise provided. Newly hired inexperienced teachers shall commence at the base salary for the appropriate degree except as otherwise provided.

5. For certain designated extra-duty assignments the teacher shall be entitled to appropriate compensation as set forth in Schedule B which is attached to and incorporated in the Agreement. Compensation for extra duties not covered by Schedule B will be set by the Board and shall be commensurate with extra-duty pay as scheduled and may not be made the subject of a grievance either by the employee or by the Association.

6. The Board reserves the right to adjust downward the schedule of salaries and wages set forth in Schedules A and B in the event of unprecedented major economic influences which are responsible for altering downward the structure of the entire economic level of affairs within the State of Michigan, and the Nation. Any downward revision of Schedule A and Schedule B which results from severe economic hardship shall be completed in cooperation with the Association and in such manner as to insure a level of salaries and wages for teachers under contract that is commensurate with the new economic conditions imposed by the times.

Vacancies

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. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have at least fifteen days following notice to the Association.

In the event such vacancies occur due consideration to fulfillment of such positions shall be given to qualified persons presently employed by the Board before assigning said positions to new employees. Final decision in all cases shall rest with the Board and such decisions shall not be made the subject of a grievance either by the employee or the Association.

Grievance Procedure

1. In the event of any controversy concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work but such controversy shall be treated as a grievance and shall be settled, if possible, by the teachers and the Board in the following manner:

- A. The teacher or teachers involved and/or their Association representative, shall endeavor to adjust the matter with the school principal. If unable to arrive at a satisfactory adjustment, the matter shall then be presented to the school Superintendent, in writing, signed by the teacher and the Association. If such notice in writing is not given to the Superintendent within ten (10) working days of the occurrence of the facts upon which such complaint is based, then it shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties thereto. Grievance meetings with the Superintendent are to be held subject to request by either party at any reasonable time other than when school is in session. If then unable to arrive at a satisfactory adjustment, the Association shall immediately transmit the grievance to the Secretary of the Board, with a statement of reasons why the adjustment is not acceptable.

- B. Within 15 days from the first regularly scheduled meeting following the receipt of the grievance, the Board shall rule on the grievance. The Board may 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 the express written consent of the Association, shall final determination of the grievance be made by the Board more than 35 days after the first regularly scheduled meeting following the submission of the grievance to the Board.
- C. In the event that a satisfactory adjustment cannot be reached between the parties as stated above, the matter in dispute shall be submitted to a Board of Arbitration which shall consist of three (3) members and be selected in the following manner: Each party to this Agreement shall select one (1) member of the Board of Arbitration within fifteen days after failure to settle the question or questions in dispute as outlined in A and B above. The third member shall be selected by the two members of the Board of Arbitration, said third member to serve as chairman of the Board of Arbitration. In the event that the two members cannot agree on a third member a request shall be made to the Director of the Michigan State Mediation and Conciliation Service to select a third member. In all instances the third member will be the chairman. Each party shall bear the expense of its representative. The expense of the arbitration shall be equally divided between the Association and the Board. There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of a majority of the arbitrators shall be final and binding.

D. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about the alleged violations of the Agreement. The Board of Arbitration shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall it substitute its discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association, nor shall it exercise any responsibility or function of the Board or the Association. No questions affecting salaries and wages in the school system shall be considered arbitrable.

2. Issues arising out of the exercise of the rights reserved to the Board under the title Board Rights above, including the Board's determination of the facts underlying its exercise of such rights shall not be subject to arbitration. Past practice and the "common law of the school" may not be used in interpreting this Agreement. The question of arbitrability of any issue shall, if the Board insists, be determined by a court and not by the arbitrator. Issues subject to arbitration shall be submitted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association may refuse to process, abandon or may settle a grievance irrespective of the grievant's wishes. The arbitrator may not modify disciplinary penalties. Any issue left unsettled by the Board and the Association when this Agreement is signed must be settled by them, and not by an arbitrator.

3. The grievance and arbitration procedures of this clause shall not be applicable to grievances arising in the period between the termination of this Agreement and the effective date of its successor. Such clauses shall not be binding on a successor employer of members of the bargaining unit.

Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

It is mutually agreed that parties shall not be obligated to bargain collectively with respect to any subject or matter which may influence, alter, or reflect upon the salaries, wages, extra compensation, fringe benefits, or other economic benefits paid to members of the Association.

Term of Agreement

This Agreement shall continue in full force and effect until June 30, 1970, inclusive, and thereafter it shall be automatically renewed for successive periods of twelve (12) months unless at least 120 days prior to the expiration date of this Agreement or 120 days prior to the end of any subsequent twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least sixty days (60) prior to the expiration date of the Agreement meetings to consider such changes shall be held by the parties. In the event the parties do not reach a written agreement by the expiration date of June 30 in the particular year, as provided for herein, then this Agreement shall in all respects be void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be executed in their names by their duly authorized representatives at Lake Linden, Michigan, this 14th day of August, 1969.

The Lake Linden-Hubbell Board of Education

By _____
President

Secretary

The Lake Linden-Hubbell Education Association

By _____
President

Secretary

SCHEDULE A
Salary Schedule

<u>Semesters of Net Credited Service</u>	<u>Salary</u>
0	6600
1	6699
2	6798
3	6930
4	7062
5	7227
6	7392
7	7557
8	7722
9	7887
10	8052
11	8245
12	8439
13	8633
14	8826
15	9020
16	9213
17	9407
18 or more	9600

If a teacher earns a M.A. prior to the beginning of the semester, his scheduled salary for the next fall semester will be increased by \$500 above the salary listed for the B.A. degree with corresponding semesters of net credited service.

For all full-time members of the faculty and staff the Board will pay full-family coverage of Blue Cross - Blue Shield master medical hospitalization insurance. For any faculty member on a half-time appointment, the Board will pay one-half the cost of full-family hospitalization so long as the faculty member pays the remainder on a monthly basis. A comparable provision shall be made for an unmarried (single) faculty member employed on a half-time appointment.

SCHEDULE B
Extra Duty Compensation

<u>Duty</u>	<u>Compensation</u>
Freshman and Sophomore Class Advisor	\$8 per approved chaperoned activity
Primary Junior class advisor who will have primary responsibility for advising the Junior class and for organizing the supervising Junior Prom activities and will assist in the production of the Junior Play.	\$125
Assistant Junior class advisor who will assist the primary advisor with class advisory activities and the Junior Prom.	\$60
Junior Play Director	\$125
Yearbook Advisor	\$150
Lunch Supervision	\$60 per year
Forensics	\$75 if beyond the standard work week
Audio-Visual	\$150
Cheerleading and Majorette	\$50 if beyond the standard work week
Driver Education	\$5 per hour
Chaperone at basketball or football games away from home	
Calumet	\$7
Dollar Bay	\$7
Hancock	\$7
Houghton	\$7
Jeffers	\$8
Baraga	\$10
L'Anse	\$10
Ontonagon	\$15
Marquette	\$20
Varsity timer	\$6
Varsity scorer	\$6

SCHEDULE B
(continued)

<u>Duty</u>	<u>Compensation</u>
Varsity Score Board	\$6
Gymnasium Supervisor	\$6
Ticket Seller	\$7

For the remaining activities, see APPENDIX B-1 --

Head Football Coach operating under the direction of the Athletic Director and having the overall responsibility for the school system's football program including but not limited to the supervision of other football coaches and the care and maintenance of equipment and football facilities.

Assistant Varsity Football Coach

Junior Varsity Football Coach

Junior High-School Football Coach

Head Basketball Coach operating under the direction of the Athletic Director and having overall responsibility for the school system's basketball program including but not limited to the supervision of other basketball coaches and the care and maintenance of equipment and basketball facilities.

Assistant Basketball Coach

Head Track Coach operating under the direction of the Athletic Director and having overall responsibility for the school system's track program including but not limited to the supervision of other track coaches and the care and maintenance of equipment and track facilities.

Assistant Track Coach

Girls Track Coach

Girls Gymnastics Coach

Band, extra for games, concerts, etc.

APPENDIX B-1

<u>Head Football*</u>	<u>Ass't Varsity and J.V.F.B.*</u>	<u>Jr. High Football</u>	<u>Head Basketball</u>	<u>Ass't B.B.</u>
1. 650	1. 400	1. 200	1. 650	1. 400
2. 675	2. 415	2. 210	2. 675	2. 415
3. 700	3. 430	3. 220	3. 700	3. 430
4. 725	4. 445	4. 230	4. 725	4. 445
5. 750	5. 460	5. 240	5. 750	5. 460
6. 775	6. 475	6. 250	6. 775	6. 475
7. 800	7. 490	7. 260	7. 800	7. 490
8. 825	8. 505	8. 270	8. 825	8. 505
9. 850	9. 520	9. 280	9. 850	9. 520
10. 875	10. 535	10. 290	10. 875	10. 535
11. 900	11. 550	11. 300	11. 900	11. 550

<u>Jr. High B.B.</u>	<u>Head Track</u>	<u>Ass't Track</u>	<u>Girls Track</u>	<u>Girls Gymnastics</u>	<u>Band</u>
1. 200	1. 300	1. 200	1. 200	1. 200	1. 550
2. 210	2. 315	2. 210	2. 210	2. 210	2. 575
3. 220	3. 330	3. 220	3. 220	3. 220	3. 600
4. 230	4. 345	4. 230	4. 230	4. 230	4. 625
5. 240	5. 360	5. 240	5. 240	5. 240	5. 650
6. 250	6. 375	6. 250	6. 250	6. 250	6. 675
7. 260	7. 390	7. 260	7. 260	7. 260	7. 700
8. 270	8. 405	8. 270	8. 270	8. 270	8. 725
9. 280	9. 420	9. 280	9. 280	9. 280	9. 750
10. 290	10. 435	10. 290	10. 290	10. 290	10. 775
11. 300	11. 450	11. 300	11. 300	11. 300	11. 800

* Coaches involved in pre-school football shall be compensated with \$300 for three (3) weeks of coaching.