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LABOR AND INDUSTRIAL
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OCT 29 1974

AGREEMENT

between

LANSING SCHOOL DISTRICT

and

LANSING ADULT EDUCATION FEDERATION OF TEACHERS

AFT, AFL-CIO

1973 - 1976

Lansing School Board.

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I. Recognition

1.1 Bargaining Unit

The Board hereby recognizes the Federation as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all Adult Basic Education and Continuing Education teachers; but excluding: per diem substitutes, supervisory and executive personnel, as well as any other certified and non-certified personnel employed by the Board.

1.2 Dues Deduction

- A. The Board agrees to deduct from teacher's wages teacher organization dues or agency shop fees for the LAEFT as the teachers individually and voluntarily authorize the Payroll Office to deduct, and to transmit the amount deducted to such recipient as may be authorized by the above organization.
- B. The LAEFT shall certify to the Payroll Office in writing the current rate of its membership dues.
- C. Each teacher who desires to authorize such deduction shall file with the Payroll Office a signed and dated Lansing School District authorization form.
- D. Deductions shall be made the first pay period of each month provided that deductions for such membership dues or agency shop fees shall not supersede any legally required deductions and the Board shall not be required to make any check-off for membership dues or agency shop fees if the teacher's pay is not sufficient to cover the membership dues or agency shop fees in any pay period. The Payroll Office shall not be required to honor for any month's deduction any authorizations that are delivered to the Payroll Office later than four weeks prior to the distribution of the payroll from which the deductions are to be made.
- E. No later than September 30 of each year, the Board shall provide the LAEFT with a list of those employees who have authorized dues deductions. The Board shall provide the LAEFT monthly with any additions to or deletions from such lists.
- F. So long as a teacher remains on the payroll, the authorized deductions shall be continued unless the teacher notifies the Payroll Office in writing of his desire to discontinue such authorization.

G. Check-off Form

Date _____

AUTHORIZATION FOR DEDUCTION OF
LANSING ADULT EDUCATION FEDERATION OF TEACHERS
MEMBERSHIP DUES OR AGENCY SHOP FEE

I hereby authorize the Lansing School District to deduct Lansing Adult Education Federation of Teachers' dues from my wages in the number of payments authorized by the school district. This authorization is to continue in force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit or until this authorization is revoked by written notice. I further authorize the Union's Treasurer to change the amount of this deduction.

Signed _____

- H. The LAEFT agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's deduction from a teacher's pay for reasons other than malfeasance or misfeasance of the Board's employees or agents.

1.3 Agency Shop

- A. Within thirty (30) days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.
- B. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Union dues which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- C. The Board agrees to notify all employees in the bargaining unit (those employed at the time of the execution of this agreement or its extensions or renewals, as well as new-hirees) of the above stated requirements, and shall forward to the Union, within the above stated thirty-day period, the name(s) of such employees and the date of employment.
- D. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge

such employee by the end of the term, it being understood between the parties to this agreement that such requirement is a condition of continued employment with the employer.

- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Board, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to the re-employment.
- F. In any case or proceeding brought against the Board, each individual member, and all administrators in which employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Board in order to comply with the provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Federation agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Federation further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board on behalf of the Federation.

1.4 Teacher Recruitment

The Board and the Union recognize the significance and priority of increased racial and ethnic integration to approximate the racial and ethnic composition of the student population served by the Lansing School District. The Board and the Union shall promote an aggressive effort to recruit members of minority groups for employment in the schools.

1.5 Financial Information

The Board agrees to provide in the form in which it is available in the records of the District, upon written request of the Federation President, all financial information relative to ABE and Continuing Education, excluding, however, any and all financial information which may be held not accessible to teacher bargaining units by any statute, state administrative or judicial body.

1.6 Bulletin Boards

The Federation may post Federation notices on one bulletin board in each building which shall be designated in writing by the building administrator to be, either all or in part, for Federation use.

1.7 Use of Building Facilities

The Federation shall have the privilege to use building facilities at reasonable times and hours for Union meetings outside their working day when an operating staff is on duty, provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the building administrator. When special custodial service is required, the Board will charge the Federation for the actual charge involved.

1.8 Union Officials in School Building

Duly authorized officials of the LAEFT shall be permitted to transact official LAEFT business on school property at all reasonable times, provided it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above mentioned officials to report their presence to the office of the building principal before their conference with any teacher.

1.9 Mail Boxes

Mail from the Union shall be identified as such before it shall be put in the mailboxes. The Federation shall be entitled to utilize mailboxes of those teachers who are represented by the Federation.

1.10 Non-Discrimination

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, marital status, or membership in, or association with, the activities of any employee organization.

1.11 Personnel File

Upon appointment with the Personnel Office, teachers shall have access to their personnel file at least once each semester to review its contents in the office. The only documents not subject to review by the teacher are confidential material received by the Board from the teacher's past employer or educational institution.

Teachers may request that additional material be included in their file.

1.12 Wearing of Insignia

No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Union either on or off the school premises. However, teachers may not attach or glue any types of membership insignia to any part of the building structure.

1.13 Released Time to Administer Contract

At times it may become necessary for the Federation President and/or his designee, with the consent of the Superintendent or his designee, to be released from classroom duties to handle urgent school problems.

1.14 Tuberculosis Test

All teachers in the Lansing School District shall annually furnish evidence of freedom from communicable tuberculosis.

A statement showing evidence of freedom from communicable tuberculosis shall be presented to the Personnel Office and placed in the teacher's personnel file no later than 14 days after the first day of regular school sessions of each school year, and shall be available for examination by Public Health Department personnel. Failure to provide such statement shall result in automatic disqualification and suspension without pay. X-ray or tuberculin skin test statements acceptable may date back no further than December 1 of the preceding year.

1.15 Federation Distribution of Materials

All Federation materials intended for distribution or display in any property under the management of the Board shall be identified as Federation material before display or distribution.

II. Discipline of Teachers

2.1 Compliance With Policies and Regulations

Teachers are expected to comply with policies and regulations adopted by the Board which are not in violation of the provisions of this Agreement.

2.2 Just Cause

No teacher will be disciplined without just cause.

2.3 Disciplinary Action

Disciplinary action shall be defined as any warning, written reprimand, suspension or discharge.

2.4 Representation During Discipline

A teacher shall be entitled to have present a representative of the Union for any disciplinary action that is more serious than a warning. If a Union representative is requested and notification for the disciplinary action is given, no longer than three school days may lapse before such action is taken.

2.5 Discharge

In cases involving discharge of a regular teacher, if the Union does not agree with the discharge, it may, within five school days of the date of the effective discharge, file a grievance at step three.

In cases involving discharge of a probationary teacher, the Board must substantiate that they have complied with the requirements of Article III, Section 8 if applicable.

III. General

3.1 Teacher Responsibility

Teachers are responsible for maintaining a continuous high level of educational service to the student body. Teachers are responsible to discharge their teaching assignment, to plan, and to meet, when necessary, with students, parents, and/or administrators.

3.2 Unexcused Absences

Teachers shall be at their work station for the days assigned. Any unexcused absence will result in an entry to that effect in the teacher's personnel file. A history of such absences shall constitute a basis to refuse to rehire a teacher.

3.3 Transfers

The Board and the Federation recognize that it may be necessary for the Administration to accomplish transfers. For example, transfers may become necessary to meet load conditions, to meet instructional requirements, to maintain a balance of experienced and inexperienced teachers on a particular staff and to facilitate racial balance.

In cases of involuntary transfers, teachers may have the opportunity to meet with the Director of Continuing Education to discuss the transfer. When circumstances so dictate, teachers affected shall be given the choice of available open positions.

The Federation will be informed of all transfer requests that are not consummated.

3.4 Vacancies

Newly created certificated positions within the bargaining unit shall be advertised through written communication to each school building and shall include the job description and necessary qualifications.

3.5 Special Conferences

Special conferences for important matters will be arranged between

the Local President and designated representatives of the Board upon the request of either party. Such meetings shall be between no more than four (4) representatives of the Board and no more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda.

If the conferences are called by the Board during working hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

3.6 High School Completion Teacher Assignments

High School Completion teachers shall not be assigned to subject areas outside their major or minor fields of study without their consent.

3.7 Academic Freedom

The Board recognizes and respects the right of citizens to make suggestions for the improvements of public schools, but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that students must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. Thus, no special limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas, except that:

1. The teacher must exercise responsibility and prudence, and must realize that teaching places special responsibility upon the teacher to carefully consider the maturity level of the student.
2. Whenever a teacher plans to depart from an accepted course of study to explore a controversial subject, he shall inform his supervisor of his intent.

If any group or individual brings charges against a teacher designed to impede the teacher's freedom to teach, and the Board concurs with the teacher's position, it shall provide, without charge to the teacher, the necessary and sufficient leave of absence, legal assistance, and other support for the protection of academic freedom.

3.8 Evaluation

Probationary employees shall be evaluated at least once each term for the first two terms of employment. The written evaluation shall indicate those areas where growth is needed, as well as suggestions for improvements in those areas.

Following each formal evaluation which shall include a conference

with the evaluator, the teacher shall sign and be given a copy of all evaluation reports prepared by his supervisor, other administrator, or designated evaluator. A teacher may submit additional comments to a written evaluation, and/or he may submit a self evaluation, if he so desires. The teacher's evaluation statements shall be attached to the file copy. The content of any evaluation is not subject to the grievance procedure.

All written formal evaluations are to be placed in the teacher's personnel file.

Teachers hired after December 1, 1972 shall be on probation for one year prior to becoming regular employees.

In the event a probationary teacher shows growth in accordance with suggestions for improvements and in the opinion of the administrator, the teacher would greatly benefit by an extension of the probationary period, then the teacher shall be granted an extension of the probationary period for an additional term. Prior to a teacher's being granted a special extension, a meeting must take place between the teacher and the administrator. The Union shall be informed of this meeting and may be present unless the teacher objects to the presence of the Union.

3.9 Seniority

The following four programs operated by the Lansing School Board: High School Completion, Adult Basic Education, Project 24, and Aid to Dependent Adults, shall each maintain a separate seniority list. The seniority list shall be updated at the beginning of each school year and shall remain posted in a conspicuous place in each program office. A copy of each list shall be sent to the Union President.

A formula to determine seniority shall be as follows:

- A. Seniority prior to June 15, 1973 shall be the total number of hours worked.
- B. Seniority after June 15, 1973 shall be based upon total number of hours worked. However, the total for a given school year cannot exceed the number of regular school weeks multiplied by number of hours per week considered to be normal teaching load in each program.

3.10 Loss of Seniority

An employee shall lose his seniority for the following reasons only:

1. He quits or retires.
2. He is discharged.
3. Probationary employees laid off for one year and employees with seniority laid off for two years.

4. He does not return upon recall within five working days after notification has been sent. In proper cases, exceptions shall be made.

3.11 Lay-off

In cases requiring a reduction of the work force in a given program, the order of reduction shall be:

1. Probationary employees shall be laid off first. In proper cases of special qualifications, exceptions may be made.
2. Seniority employees shall be laid off according to qualifications and seniority as defined in the Seniority Section.

3.12 Lay-off Preference

Laid off employees shall, provided they have the qualifications, be given priority over new hires in employment in the other programs under Continuing Education.

3.13 Recall

Any teacher on lay-off shall be appointed, according to seniority, to the first vacancy in the program from which he was laid off, provided he has the qualifications.

The Board shall give written notice of recall from lay-off by sending a registered or certified letter or telegram to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall or other notice to the teacher.

3.14 Teaching Tools and Supplies

The Board shall provide adequate attendance books, paper, pencils, pens, chalk and erasers for the performance of daily teaching duties. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, and standardized tests and questionnaires and other inanimate objects are the tools of the teaching professions. Upon request of the Union, the Board shall confer annually prior to the final selection for the purpose of improving the selection and use of such educational tools. The Board shall consider all recommendations made by the Union and shall implement, within a reasonable length of time, a procedure for obtaining and/or improving the educational tools mentioned above. Materials such as textbooks supplied to students by the Board shall be available in sufficient supply by the opening day of each class if the teacher is to be held accountable for achievement gains. Instructional materials shall reflect the multiethnic nature of our society and shall be utilized in a manner consistent with the policies of the Lansing School District.

3.15 Assault on Teacher

Any case of employment related assault and battery upon a teacher, shall be promptly reported to his immediate supervisor. The Board shall provide legal counsel to advise the teacher of his rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

3.16 Assignment of Classes

Prior to the opening of each school year, the Board shall, after consultation with the teacher, proceed to assign to each teacher by seniority and minimum qualifications, a normal teaching load. Twenty (20) hours of employment shall be considered full time. Normal teaching load shall be 24 hours for High School Completion and 25 hours for Adult Basic Education. At the discretion of the teacher, additional class load up to 32 hours may be assigned.

At that time, employees may indicate their interest in extra curricular assignments and counseling. These assignments shall be made at the discretion of the administration.

3.17 Cutback of Classes

In the event the Board decides to cutback in the number of classes and such cutback reduces a full time teacher below 24 hours of class load, then the teacher shall have the right to bump part time teachers on the seniority list starting with the teacher with the least seniority. The bumping teacher must accept the first position for which he is qualified which does not conflict with his regular schedule or relinquish his right to bumping privileges for the school year.

3.18 Counselors

Counselors shall have phones assigned to them for counseling use.

IV. Leaves of Absence

4.1 General Leaves

After one year of service, leaves of absence without pay may be granted for a period not to exceed one (1) year without loss of seniority to full time employees upon written request to the Personnel Office for:

1. Service in a governmental agency, state or nationally recognized professional or labor organization which the employee has been formally designated to represent.
2. Illness leave (physical or mental) may be granted if a written statement is available from the doctor.

3. Prolonged illness in immediate family - spouse, children, parents, grandparents, brothers, sisters, parents-in-law, foster parents, and any other person for whom he is physically or financially responsible.
4. Educational related leave - notification shall be at least one term prior to when leave is to begin.
5. Adoptive leave - when first notified of acceptance as an adoptive parent by the adoption agency, the teacher desiring leave shall apply to the Personnel Office for an adoptive leave which shall commence when the teacher assumes custody of the child and may continue for one year.

4.2 Maternity Leave

1. A teacher who becomes pregnant must notify the Personnel Office as soon as she knows of or confirms her pregnancy. She must present a physician's statement setting forth the anticipated date of birth and that she is fully capable of performing all the duties of her position without jeopardy to her or the unborn baby. Periodic statements from the physician may be requested.
2. If the teacher desires a leave of absence, she must file a written request with the Personnel Office no later than the beginning of her sixth month. Leaves may be granted for a period not to exceed one (1) year.
3. A pregnant teacher may be permitted to work until the ninth month provided (a) she does not become an industrial risk, (b) her physician certifies on a monthly basis through the seventh month, and biweekly thereafter, that she is physically sound and able to perform all duties of her position, and (c) that she performs all duties and functions of her position on the same basis as expected of any other teacher. Failure to comply with any of these requirements shall be just cause for the Board to place the teacher on a temporary leave of absence.
4. Upon returning from leave of absence, her physician must certify that she is physically sound and able to perform all duties of her position and that she is not an industrial risk. The Board may choose at its option and expense to have the teacher examined by the Board's physician prior to the teacher's return to work.

4.3 Military Reserve Leave

A teacher who has one (1) year or more of teaching experience in the Lansing School District and who is required to participate in annual duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose, for not to exceed two (2) weeks (10 working days) in any one fiscal year (July 1st through June 30th), and will be paid the difference he

would have received had he worked his regular schedule during such period(s) of duty and provided he presents an authenticated copy of his pay voucher.

Situations involving emergency duty will be referred to the Personnel Department for consideration as they occur.

4.4 Notification of Return from Leaves of Absence

A teacher returning from a leave of absence must notify the Personnel Office no later than one (1) month of the expiration date of the leave. Failure to act in accordance with the above shall be considered as a voluntary quit unless mutually agreed otherwise by the Union and the Board. No teacher on a leave of absence shall be guaranteed his or her former position. Teachers shall be placed in positions commensurate with the teacher's training and experience.

V. No Strike Provision

The LAEFT agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) to occur during the life of this Agreement for any purpose whatsoever.

In the event of any action in violation of the foregoing, the LAEFT agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is contrary to law, unauthorized by the LAEFT and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the LAEFT, further, will use every other means at its disposal to assist in the immediate termination of such activity.

The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

VI. Grievance Procedure

6.1 Definition

- A. A claim by a teacher or the Union that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.
- B. Nothing contained herein shall be construed to prevent any indi-

vidual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Federation has been given opportunity to be present at such adjustment. However, only the Federation has the authority to carry a grievance to arbitration.

- C. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.
- D. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process.

6.2 Procedure

In the handling and processing of a grievance the following procedure shall apply:

Step One: Within ten (10) working days of the time a grievance occurs, the teacher, with or without Federation representation, will present the grievance to his immediate administrator with the objective of resolving the matter informally. Within three (3) working days after presentation of the grievance, the administrator shall respond to the teacher.

Step Two: If the grievance is not resolved at Step One, the teacher must, within five (5) working days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance." The "Statement of Grievance" shall identify all the provisions of this Agreement alleged to be violated by appropriate reference and shall indicate the relief requested.

The administrator shall give the teacher or the Union an answer in writing no later than five (5) working days after receipt of the written grievance.

Step Three: If the grievance is not resolved at Step Two, the teacher must submit the grievance within five (5) working days to the Director of Employee Relations. Within ten (10) days of receipt of such grievance, the Director of Employee Relations and his designee shall meet with a representative of the Federation and the aggrieved to discuss the issue. A written answer shall be given to the Federation

Representative within five (5) working days after such meeting.

Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration by the Federation provided written notice of the request for submission to arbitration is delivered to the Board by the Federation within fifteen (15) working days after the date of the decision under Step Three. Following the written notice of request for submission to binding arbitration, the Federation and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, he shall be selected by the American Arbitration Association in accordance with its rules which shall govern the arbitration hearing.

The fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

6.3 Powers of the Arbitrator

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish or alter salary schedules.
3. He shall have no power to rule on any matter not specifically set forth in this Agreement.

In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be binding on the Union and the Board.

6.4 General Grievance Information

1. A grievance may be withdrawn at any step without prejudice.

2. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. The form found in Appendix A will be the form used in the grievance procedure.
6. No decision in any one case shall require a retroactive wage adjustment in any other case.
7. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
8. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
9. Mass grievances on the same subject shall be handled by the Board as one grievance and the answer directed to the Federation representative.
10. If a grievance arises from action of authority higher than Step One, it may be presented at Step Three.
11. At any stage of the grievance procedure, a teacher is entitled to have Union representation present.
12. Access shall be made available to records of all unprivileged information used in the determination and processing of the grievance.

VII. Rights of Employer

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the

term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or change any work or business or school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation and the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.

12. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
 13. The Board shall determine all methods and means to carry on the operation of the schools.
 14. To exercise management and administrative control of the school system, and its properties, and facilities.
 15. To hire all employees, to determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 16. To establish hiring procedures and qualifications.
 17. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work day.
 18. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.
 19. The Board shall continue the right to determine and redetermine job content.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- E. Nothing contained in this article can be in conflict with or in violation of this Agreement.
- F. The question of whether or not a provision of this Agreement is in conflict with this Article is subject to the provisions of the Grievance Procedure.

VIII. Compensable Leave

8.1 Compensable Leave

Compensable leave of five (5) days for the 1973-74 school year and

seven (7) days for the 1974-75, 1975-76 school years shall be credited to the compensable leave account of each teacher. This benefit will be pro-rated for teachers hired after the beginning of the school year. Compensable leave shall not be accumulative.

Compensable leave shall be granted in accordance with the schedule specified herein, subject to the following conditions:

1. Personal illness: Illness or injuries not requiring a leave of absence.
2. Illness or serious injury in the immediate family: Absence necessitated because of the need of the personal attendance of the teacher. (Immediate family shall include the teacher's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care he is principally responsible.)
3. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents or grandchildren. The Superintendent may extend this definition upon application for such extension in unusual cases. This leave shall be for a maximum of five (5) days.
4. Funerals: One day leave may be granted for attending funerals for persons other than in the immediate family. One additional day may be requested for attending funerals held more than 250 miles from Lansing.

Each teacher shall present a signed statement indicating the reason for each absence, such statement to be filed in the immediate supervisor's office. The supervisor may request a physician's statement for a teacher's absence due to his illness of three (3) or more days duration.

It is the responsibility of each teacher to report unavailability for work. Each teacher shall at the time of reporting his absence state the reason for absence, where he may be reached and the anticipated length of absence.

IX. Waiver

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

X. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

XI. Compensation

11.1 Workshops and Conferences

Upon approval of the administration, a teacher may be released from his regular duties without loss of pay to participate in workshops, programs or conferences oriented solely to improving professional competency.

11.2 Personal Property Loss

The Board will reimburse the teacher for loss or damage to personal property in connection with any physical assault on said teacher in the course of his employment provided the teacher was acting in accordance with and within the scope of Board policy and unless such loss is covered by insurance or is reimbursable from other sources.

11.3 Workmen's Compensation

Any teacher who is absent because of injury compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary for a period of up to four (4) weeks. Beyond four (4) weeks such payments would be charged against sick leave on a pro-rata basis computed on the relationship of the differential pay to his regular weekly pay until the sick leave is exhausted.

11.4 Duty Free Lunch

All teachers shall have a duty-free lunch.

11.5 Jury Duty

The teacher who receives a jury duty interview and appearance notice must notify the Personnel Office within one (1) school day of such notice. If any teacher is summoned and reports for jury duty he shall be paid the difference between the amount he receives as a juror and his normal week's pay, provided he makes himself available

for work within his regular work schedule when not occupied for jury duty. It is understood and agreed that a teacher shall be required to report to work on any work days when he is not sitting as a juror. To be eligible for jury duty pay differential, the teacher must furnish the employer with a written statement from the appropriate public official listing the amount and the dates he received pay for jury duty. Any teacher found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.

11.6 Extra Scheduled Hours

For all work required outside of the regularly scheduled hours, teachers shall be paid at their regular hourly rate of pay.

11.7 Life Insurance

1973-74 The Board agrees to pay in full the premium of a \$3,000 term life insurance policy for each full time employee covered under this Agreement.

1974-75 The Board agrees to pay in full the premium of a \$5,000 term life insurance policy for each full time employee covered under this Agreement.

1975-76 The Board agrees to pay in full the premium of a \$7,000 term life insurance policy including Accidental Death and Dismemberment for each full time employee covered under this Agreement.

11.8 Health Insurance

1973-74 The Board agrees to pay single hospital and medical coverage for all full time employees. This coverage shall be Blue Cross-Blue Shield MVF-1 and shall become effective with the September payment for coverage commencing October 1, 1973.

1974-75 The Board shall continue the same coverage provided in 1973-74.

1975-76 The Board agrees to pay single hospital and medical coverage for all full time employees. This coverage shall be Blue Cross-Blue Shield MVF-2 and shall become effective with the September payment for coverage commencing October 1, 1975.

11.9 Salary Schedule

1973-74	\$8.00
1974-75	8.35
1975-76	8.70

XII. Duration of Agreement

This Agreement shall be effective as of September 6, 1973, and shall continue in effect until August 31, 1976.

XIII. Calendar 1973-74

September 6 and 7, 1973 Teachers Report For Duty
In-Service Program
September 10, 1973 Classes Convene
November 22 and 23, 1973 Thanksgiving Recess
November 29, 1973 First Term Ends
November 30, 1973 Record and Staff Day
December 3, 1973 Second Term Begins
December 24, 1973 - January 4, 1974 Winter Recess
January 7, 1974 Classes Reconvene
February 28, 1974 Second Term Ends
March 1, 1974 Record and Staff Day
March 4, 1974 Third Term Begins
April 8 - 12, 1974 Spring Recess
April 15, 1974 Classes Reconvene
May 23, 1974 Third Term Ends
May 24, 1974 Record and Staff Day
The calendar for each of the three school years shall include 165 days of instruction, 5 days for records, curriculum and in-service and 2 days of paid vacation.

During the 1975-76 school year, each full time employee shall be scheduled two hours of planning time per week.

APPENDIX A

LAEFT GRIEVANCE REPORT FORM

Step II

A. Date cause of Grievance Occurred: _____

B. Statement of Grievance. Identify all the provisions of this Agreement alleged to be violated by appropriate reference, and indicate the relief requested. _____

C. Relief requested _____

Signature

Building

Date

D. Reply of Immediate Supervisor _____

Signature

Building

Date