

6-30-73

*Bangor Board of Education*

AGREEMENT

between the

BANGOR BOARD OF EDUCATION

and the

BANGOR EDUCATION ASSOCIATION

BANGOR PUBLIC SCHOOLS

BANGOR, MICHIGAN

*Bangor Public Schools  
Bangor, Michigan*

*49013*

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BANGOR PUBLIC SCHOOLS  
PROFESSIONAL EMPLOYMENT CONTRACT

ARTICLE I - Recognition and Definition

The Board recognizes the Association as the sole and exclusive representative 1  
for all elementary and secondary classroom teachers who are certificated and regularly 2  
employed by the Board: it specifically being the intent of the parties hereto that 3  
membership in the Association shall not be a condition of employment, nor used as 4  
a point of discrimination in the rights, benefits or obligations under this contract. 5

The term CERTIFICATION as used herein shall mean a teacher who is 6  
presently holding a valid certificate issued by the State Board of Education under the 7  
requirements of Act 202 of Public Acts of 1903 as amended. 8

The term REGULARLY EMPLOYED CLASSROOM TEACHER as used herein 9  
shall include all those teachers employed full time throughout the school year and 10  
in addition thereto special education teachers, guidance-counsellors, librarians, 11  
teachers regularly employed on a part-time basis, probationary teachers as stated 12  
below, and specifically excluding from the bargaining unit all others and particularly 13  
the supervisory staff consisting of the Superintendent, Principals and Assistant 14  
Principals, non-supervisory staff consisting of the substitute teachers and non- 15  
regularly employed part-time teachers. 16

The Association represents the "Probationary Teacher" in matter of hours, 17  
wages, and working conditions, but does not represent them in matters of discharge, 18  
reprimand, or transfer for other than Association activities and extra work duties. 19

The term TEACHER shall refer to all employees represented by the 20  
Association as herein defined and masculine gender shall include feminine. 21



## ARTICLE II - Board of Education Policies and Rights

The existing written policies of the Board shall remain in effect, and, except as they may be superseded by express provisions of this contract, shall govern the employment of the teachers with like effect as the express provisions of this contract. The Board, however, reserves the right to promulgate new policies, or modify existing policies from time to time as the need arises, but not in conflict with the express provision of this contract.

The Board agrees to apply these policies equitably.

The Board on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the school activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees. 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 specific and express terms of this agreement and then only to the extent such specific and express



ARTICLE II - Board of Education Policies and Rights (Continued)

terms hereof are in conformance with the Constitution and laws	1
of the State of Michigan, and the Constitution and laws of the	2
United States.	3



ARTICLE III - Association Rights and Privileges

A. Pursuant to the Michigan Public Employment Relations Act, the Board  
hereby agrees that every teacher employed by the Board shall have the right to  
freely organize, join and support the Association for the purpose of engaging in  
collective bargaining or negotiation and other lawful concerted activities for  
mutual aid and protection. As a duly elected body exercising governmental  
power under the laws of the State of Michigan, the Board undertakes and agrees  
that it will not directly or indirectly encourage or discourage or deprive or coerce  
any teacher in the enjoyment of any rights conferred by the Act or other laws of  
Michigan or the Constitutions of Michigan and the United States.

B. The Association and its representatives shall have the right to use  
school buildings at all reasonable hours for meetings, provided that when special  
custodial service is required, the Board may make reasonable charge therefor.  
Scheduling of the building for meetings shall be subject to the Superintendent's  
approval as is any organization within the school district that desires to use said  
school buildings.

C. School reproduction facilities, as provided in the teachers' lounge,  
may be used for reproduction of Association materials at reasonable hours and  
when it does not conflict with use for educational or other purposes which have  
been permitted by the Board. Other facilities shall not be used for reproduction  
of Association materials without prior specific approval of the Board or its  
authorized Agent. The Association shall pay for the reasonable cost of all materials  
and supplies incident to such use. The Board may withdraw permission for this  
use for good reason, such as abuse or violation of the conditions of this paragraph.

ARTICLE III - Association Rights and Privileges (Continued)

D. The Board shall provide a bulletin board to be placed in each teachers' lounge for the dissemination of material and information by the teachers. Any vacancies in teaching positions and/or extra curricular school duties will be posted in the teachers' lounges for fifteen (15) days. Any qualified teacher in the school system may present a written application for such vacancies to the Superintendent.

E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.

F. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.



ARTICLE IV - Professional Dues or Fees and Payroll Deductions

A. PAYROLL DEDUCTIONS - When duly authorized by the individual,	1
the Board agrees to deduct from the teachers' salaries the following:	2
1. Professional Dues	3
2. Credit Union	4
3. Community Chest	5
4. Tax Sheltered Annuities	6
All funds collected as a result of such deductions shall be promptly	7
remitted to the appropriate financial officer designated by the Association.	8
Any other deductions will be duly authorized by the individual if	9
agreed by the Association and the Board.	10
Deductions of less than five dollars (\$5.00) per month per item	11
will not be allowed except for insurance.	12
B. AGENCY SHOP CLAUSE - It is recognized that some teachers object	13
to joining any organization engaged in collective bargaining. At the same time,	14
it is recognized that the proper negotiation and administration of collective	15
bargaining agreements entail expense which is shared by all teachers who are	16
beneficiaries of such agreements. To this end, in the event a teacher shall not	17
join the Association and pay dues, such teacher shall, as a condition of continued	18
employment by the Board, cease to be paid to the Association a sum equivalent	19
to the Association (including M.E.A. and N.E.A.) dues of the members.	20
If it is judicially determined that any amount of such payment has been	21
illegally deducted, the Association shall refund that amount to the teacher.	22
In the event that such sum shall remain unpaid for a period of sixty	23
(60) days following the commencement of employment of the teacher, the Board	24

ARTICLE IV - Professional Dues or Fees and Payroll Deductions (Continued)

agrees that the contract of such teacher shall not be renewed and the teacher shall  
be properly notified. The refusal of the teacher to contribute to the cost of negotiation  
and administration of this and subsequent Agreements is just cause for termination of  
employment.

In the event a teacher does not meet the conditions of this paragraph,  
the Association shall properly execute the form provided in this contract as Appendix  
I and submit copies as indicated. The Board will not consider any other communica-  
tion as valid in regard to the provision of this paragraph.

The Association will protect and save harmless the Board from any or all  
claims, demands, suits and other forms of liability by reason of action taken or not  
taken as a result of written misinformation provided by the Bangor Education Associa-  
tion, as stated in the preceding paragraph.

This paragraph shall be effective as of the opening day of the school of  
the 1971-72 school year.



ARTICLE V - Working Hours and Conditions

A. LUNCH PERIODS - All teachers will have a duty-free lunch period. 1

For all teachers who do not have a full daily relief period, a scheduled lunch period 2  
of not less than sixty (60) minutes shall be provided. 3

All students will be required to eat in a central lunch area and not in 4  
regular classrooms in buildings where such area is available. 5

B. ACTIVITY PERIOD - Regular teachers will be relieved from their 6  
classroom supervision while special activities are being conducted in their rooms. 7

C. SCHOOL DAY - The parties agree that a good educational climate can 8  
be closer to attainment if the teachers are available for student contact both before 9  
and after the official school day. Teachers agree to be in their rooms, or the 10  
vicinity of their rooms, not less than twenty (20) minutes before school and to remain 11  
there or in an area designated for typing and duplicating activities at least twenty 12  
(20) minutes after school. Teachers will normally be in their classrooms at least 13  
five (5) minutes before any scheduled class period. 14

D. SCHOOL YEAR - The parties agree that the calendar for the school 15  
year should not exceed one hundred eighty (180) attendance days. The calendar will 16  
be published for the following school year prior to April 1st each year. 17

E. SMOKING is specifically permitted in each Teachers' lounge. 18

F. PLAYGROUND DUTY - The Board will schedule not more than one 19  
recess duty per week per teacher except in cases of emergency or inclement weather. 20

Teacher supervision for noon hour shall be at least: 21

High School - 1 teacher 22

Middle School - 5 teachers

Elementary School - 3 teachers

ARTICLE V - Working Hours and Conditions (Continued)

To be supplied from list of available teachers, list made up by Bangor  
Board of Education and Bangor Education Association. (See Extra Curricular Salary  
Schedule). The Board of Education will provide sufficient supervisory aides for  
playground and halls, during noon hour.

All supervisory personnel will be under direct supervision of Principals,  
and they will participate in a training period prior to employment.

G. The School recognizes that appropriate equipment and materials are  
necessary to facilitate a sound educational program. Teachers, either individually,  
or through established committees, shall be given the opportunity to make recommenda-  
tions concerning educational program and media. The Association recognizes the  
right of the school to make all final decisions in the adoption of such programs and  
media.



ARTICLE VI - Special Student Program

Where feasible, students who have exceptionally difficult educational or 1  
behavioral problems will not be assigned to classes of probationary teachers who have 2  
not previously acquired tenure in another school district in the State of Michigan. 3  
Said students will be assigned to the remaining teachers as equitably as possible. 4  
On request of the administration, teachers will provide a list of students, specifying 5  
the educational or behavioral problem, in order of severity. The administrator will 6  
decide which ones and how many to assign under the provisions of this program. 7

ARTICLE VII - Teaching Conditions

The parties recognize that optimum facilities for both student and teacher  
are desirable to insure the high quality of education that is the goal of the Board of  
Education and the Association. It is acknowledged that the primary duty and responsi-  
bility of the teacher is to teach and that the organization of the school and the school  
day should be directed toward insuring that the energy of the teacher is primarily  
utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective  
educational program, the parties agree that class size should be lowered wherever  
possible to meet optimum standards.

The Board of Education recognizes the need for control of class size but  
that no definite number can be affixed so as to prove or disprove whether a good  
teaching situation exists.

B. The Board shall add at least one Junior High Special Education teacher  
and one additional High School teacher for the 1970-71 school year and take such other  
educationally and economically feasible steps to reduce class size as is in accordance  
with its previous policy.

During the second and third year of this contract, for each 25 (twenty-five)  
additional students over the Fourth (4th) Friday count for the 1970-71 school year,  
the Board will hire one new teacher. However, the Board will hire that new teacher  
when 13 (thirteen) new students enroll within each twenty-five (25) student unit.

No teacher shall be required to teach more than the equivalent of one  
section at a time in any subject except physical education.



ARTICLE VII - Teaching Conditions (Continued)

- C. CLERICAL HELP - Teachers will be relieved by the use of non-teaching personnel in performing non-teaching and administrative duties such as the following:
1. Secretarial and clerical duties such as typing of duplication masters, duplication of materials, provided, copy is exactly as to be duplicated and is presented to the Principal's office forty-eight (48) hours before it is to be used, or if any is to be typewritten, are presented one (1) week early.
  2. Summarizing and balancing attendance data, scoring I.Q. and achievement tests, and money collections.
- The Board agrees to provide either one full time teachers' aide or adequate clerical person for each Kindergarten classroom during the first two (2) weeks of school, and will see to it that these persons are available the day school starts.
- D. A committee comprised of Building Representatives and Superintendent and Principals of the Buildings will meet to work out techniques for achieving considerations of seniority in the following areas: job opportunities, room assignments, materials and new furniture.
- E. The Board recognized that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar material are the tools of the teaching profession. The parties will confer from time to time through Curriculum Committees for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

ARTICLE VII - Teaching Conditions (Continued)

- F. An Administrative Assistant will be assigned to a building in the 1  
absence of a building Principal while away on official business. 2
- G. FIRST-AID SPECIALISTS: A First-Aid Specialist will be appointed in 3  
each of the following permanent buildings: elementary, middle and high school. 4



ARTICLE VIII - Certification

Only persons holding a Provisional or Permanent Certificate or those	1
who are consistently working toward a Provisional or Permanent Certificate will	2
be hired as a regular classroom teacher.	3

## ARTICLE IX - Vacancies and Transfers

A. Whenever any permanent or full-year vacancy in a Teaching or extra-curricular position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the president of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. Teaching positions and extra-curricular positions will be posted separately. The vacancy will remain posted for a period of fifteen (15) calendar days and will not be permanently filled until the expiration thereof. Posting of vacancies may be reduced to as little as forty-eight (48) hours if a teacher resigns within sixty (60) days of the opening of school.

B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's office within a ten (10) day period. The Board agrees to give due consideration to professional background and attainments of all applicants, length of service in the district, and area of specialization. The best qualified teacher for the position shall be appointed.

C. The Board reserves the right to transfer a teacher without request for good cause.

D. The Board shall furnish each teacher a letter of intent to return, retire, or terminate his employment on or before the fifteenth (15th) day of February or each year of this contract except the last. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year not later than the twentieth (20th) day of February. Thereafter, but not later than the fifteenth (15th) day of March, the Board shall post notices of vacancies in accordance with A. above. Any teacher who fails to submit a letter of intent to



ARTICLE IX - Vacancies and Transfers (Continued)

return, or reverses his position previously taken in a letter of intent, submitted  
to the Board on or before the twenty-eighth (28th) day of February, may be subject  
to unrequested transfer at the discretion of the administration. A letter of intent  
is not a resignation, and nothing herein stated shall prevent a teacher, having  
submitted a letter of intent to resign, from applying for any vacancy that is  
subsequently posted and receiving all the considerations provided by the Article,  
provided that the teacher shall have revoked the letter of intent to resign before  
applying for such vacancy.

E. Since placing a teacher in a supervisory position would exclude him  
from the terms of the contract, the Board reserves the right to use its own judgment  
of qualifications and also to hire new employees for any supervisory opening or  
vacancy.

F. Any teacher who shall be transferred to any administrative or  
executive position and shall later return to a teacher status shall be entitled to  
retain such rights as he may have had under this Agreement prior to such transfer  
to supervisory or executive status, plus those he would have accrued by remaining  
as a teacher.

ARTICLE X - Sick Leave

Teachers shall be allowed sick leave at the rate of ten (10) days per  
year, accumulative to one hundred ten (110) days for the 1970-71 school year;  
one hundred twenty (120) days for the 1971-72 year; one hundred thirty (130)  
days for the 1972-73 school year.

A. A teacher may not borrow accumulated sick leave from another  
teacher.

B. A doctor's certificate may be required after three (3) consecutive  
days of absence.

C. Absences for each day in excess of allowable sick leave, or personal  
leave, shall be subject to a salary deduction equal to 1/185 (one hundred eighty-fifth)  
of the regular teaching annual salary excluding extra duty schedule.

D. Working days to be deducted from accumulated sick leave may be  
claimed for illness in the immediate family. Immediate family is defined as:  
mother, father, husband, wife, brother, sister, son, daughter, mother-in-law,  
father-in-law, maternal and paternal grandparents, and other relatives living in the  
immediate household.



ARTICLE XI - Personal Leave

Teachers desiring personal leave will submit their application stating 1  
reasons to the Principal or Superintendent. These applications must be made at 2  
least five (5) days prior to the absence (except in emergency) and are subject to 3  
the final approval by the Superintendent. The Principal and Superintendent shall 4  
not be obligated to grant more than one (1) application during any one (1) day from 5  
any building, nor days immediately preceding or following school holidays. Personal 6  
leave shall not be deducted from sick leave. Permission will not be granted for 7  
personal leave for Association business. 8

Up to three (3) working days may be claimed for death in the immediate 9  
family (see definition in Article X, paragraph D.) This paragraph does not refer 10  
to funeral leaves which may be granted as personal leave under paragraph one, 11  
this section. 12

ARTICLE XII - Retirement

A. Teachers shall retire at age sixty-five (65) except that the Board 1  
may upon application of the teacher to the Board continue the employment of a 2  
teacher after age sixty-five (65) upon sufficient showing by a health certificate 3  
signed by at least one medical doctor showing that said teacher is physically and 4  
mentally capable of teaching under the terms of his contract. 5

B. Retirement is mandatory at age seventy (70), except for substitute 6  
work. 7



ARTICLE XIII - Unpaid Leaves of Absence

A. DEFINITION OF LEAVE -- A leave of absence means that the teacher may return on the proper step of the salary schedule as if the interruption of service had not occurred. All accumulated fringe benefits will be restored. Return from a leave of absence does not entitle said teacher to reinstatement of former position until such time as a vacancy in said position might occur.

A teacher on leave granted under B-1 or B-2 shall upon return be entitled to all the rights accorded to him under the Tenure Act and in the event that no vacancy exists, the waiting period experienced by said teacher until a vacancy occurs shall be credited to the teacher as time of employment for purposes of salary increments.

Maternity leaves shall be granted without pay, except the Board may in its sole discretion, and upon written request, reinstate the teacher to teaching and apply the provision of ARTICLE II, B, contained herein.

B. Leaves of absence without pay may be granted to teachers for the following purposes:

1. Educational improvement through further training.
2. Educational improvement through travel.
3. Maternity.
4. Illness or injury requiring at least a full school year's leave of absence.

C. ELIGIBILITY -- To be eligible to apply for a leave of absence under B-1 or B-2, a teacher shall have been employed by the Board for a period of not less than seven (7) full school years, shall not be over sixty (60) years of age,

ARTICLE XIII - Unpaid Leaves of Absence (Continued)

shall not have taken such a leave within five (5) years next preceding the application,  
shall hold a Master's Degree (except the Board agrees to consider some applications  
where the purpose is to fulfill the residency requirement for a Master's Degree when  
these cannot be obtained during the summer session).

To be eligible for B-3 or B-4, the teacher must have acquired Tenure  
status.

D. APPLICATION PROCEDURE -- The application under B-1 or B-2  
must be in writing, accompanied by sufficient establishment of the nature of the  
educational improvement and its value to the school system. This must be filed  
with the Board no later than April 15th, and have endorsed thereon the approval  
of both Principal and Superintendent. A teacher shall file a written application  
for leave of absence under B-4, together with a doctor's statement indicating the  
reasons therefore.

Written application for maternity leave shall be submitted no later than  
three (3) months after pregnancy has been determined. Failure to apply for leave  
within this time may result in dismissal.

E. RIGHTS OF THE BOARD -- The Board may restrict the total  
number of teachers on leave under B-1 or B-2 at any one time, not to exceed one  
(1) teacher per building and not to exceed a total of four (4) teachers at any one  
time from its entire staff.

The Board has the right to deny the leave of absence if no replacement  
can be found to fill the vacancy that would be created by the absence of the applicant.



ARTICLE XIII - Unpaid Leaves of Absence (Continued)

F. LENGTH OF LEAVE -- Leaves granted under B-1 or B-2 or B-4 1  
may be for a period not to exceed one (1) year at the will of the Board. In the 2  
case of a maternity leave, the maximum shall be for six (6) months except the 3  
Board may, at its will, extend said leave beyond six (6) months, if in its sole 4  
discretion it determines the circumstances so warrant. 5

G. TEACHER RESPONSIBILITIES -- The teacher granted a leave of 6  
absence pursuant to B-1 or B-2 shall as a condition of said grant be under the 7  
duty at the end of said leave time to return and teach in this school system for 8  
at least three (3) years thereafter. 9

The teacher shall further be obligated upon completion of said leave to 10  
file with the Superintendent a written statement containing college credits earned 11  
on said leave, or his itinerary. 12

A teacher granted a maternity leave shall notify the Board if at any time 13  
her condition of pregnancy ceases prior to birth, or said leave shall be automatically 14  
terminated and may result in dismissal. 15

ARTICLE XIV - Teacher Evaluations

A. The Association recognizes the right and responsibility of the  
Administrative staff to evaluate the performance of teachers. The Association  
also recognizes the right and responsibility of the administrative staff of the school  
to visit classrooms for purposes of evaluating and promoting the education program.

B. The School agrees that all observation and evaluation shall be done  
openly and with full knowledge of the teacher. The Principal shall give prior  
notification of the first formal evaluation of each year to each probationary teacher.

C. Each teacher shall be given a copy of the criterion of evaluation,  
on or before the first day of school year.

D. Evaluations by building principals or other local administrative or  
supervisory officials, placed in a teacher's file shall be reviewed with, and signed  
by, the teacher prior to their becoming a part of the permanent record, and there-  
after may be reviewed upon request. Space will be provided for the teacher's notes  
and a copy provided for the teacher.



ARTICLE XV - Professional Ethics and Practices

Both parties to this Contract recognize that ethical behavior and 1  
professional attitudes are necessary for the welfare of our educational endeavors. 2  
The professional Code of Ethics authored by the Michigan Education Association 3  
and the National Education Association shall be recognized as the guidelines for 4  
professional conduct. The Association hereby agrees to encourage teachers in 5  
their respect for, and compliance with, these Ethical Codes. 6

ARTICLE XVI - Professional Growth

A. CONFERENCES AND VISITING DAYS - A teacher may, at the discretion  
of the Superintendent, have two (2) days a year with pay for professional visits or for  
attendance at special conferences for teachers.

B. IN-SERVICE TRAINING - Teachers will be required to participate in  
In-Service Training programs, initiated by the Administration and paid by the Board  
of Education. The Association is given the right and responsibility of planning and  
organizing the equivalent of one (1) school day of said training, per year, approved  
by the administration.

It is expressly understood that the Board shall not be obligated for the  
expenditure of any funds of the Board incurred by the Association unless it has  
given prior approval therefor.

The administration will have the responsibility of planning and organizing  
the equivalent of one (1) school day per year.

Attendance will be required of the staff of the building involved. There  
will be no loss of pay for such days.

Proposed plans and dates will be presented by October 1st of each Contract  
Year.



ARTICLE XVII - Layoff Procedure

A. SENIORITY - New employees hired into the unit shall be considered  
as probationary employees as prescribed by the Tenure Act.

B. The term seniority as hereinafter used shall be length of continuous  
service with the Bangor Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an  
interruption in continuous service. Credit given for outside teaching experience in  
school districts shall not be considered for the purpose of accumulating seniority,  
but shall serve to reduce the probationary period in accordance with the provisions  
of the Tenure Act.

C. Seniority within the school system shall be determined by certification  
as approved by the Department of Education of the State of Michigan and by classifica-  
tion which shall be determined by years of continuous employment in grades K-6 and  
by subject matter taught in grades 7-12.

D. Any teacher who is granted Tenure shall have seniority from the first  
date of current employment.

E. The Board of Education shall prepare a seniority list by classification  
and transmit a copy of the same to the Association on or before the 15th day of March  
of each year of this contract.

F. Necessary reduction of Personnel----LAYOFF. The parties hereto,  
realizing that education, curriculum and staff to a large degree depend upon the  
economic facilities available to the Board of Education as provided by the public and  
the State of Michigan, and in accordance with this realization understand that in some  
instances it may be economically necessary to reduce the educational program,

ARTICLE XVII - Layoff Procedure (Continued)

curriculum and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - a. Probationary and permitted employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary or permitted teacher.
  - b. In the event seniority teachers must be laid off, lay off will be on the basis of seniority within classification and knowledge, skill and efficiency on the job and physical fitness.

Any tenured teacher who is sixty (60) years of age or older when a layoff occurs shall be given an additional two (2) years of seniority for purposes of this Article.

It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

G. RECALL - Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.



ARTICLE XVII - Layoff Procedure (Continued)

H. The recall list shall be maintained by the Board for a period not to 1  
exceed two (2) years. The Board shall maintain the recall list for one (1) more year 2  
for those teachers who indicate to the Board in writing prior to the first day of June 3  
which occurs before the beginning of the third (3rd) year their desire to remain on the 4  
recall list. Thereafter, a teacher shall lose his right to recall. 5

I. The Board will make its health insurance plan available to any teacher 6  
laid off, but the teacher must pay the premiums while laid off. 7

ARTICLE XVIII - Strike Prohibition

The Association recognizes that strikes, as defined by Section I of Public 1  
Act 336 of 1947 of Michigan, as amended, by teachers are contrary to public policy 2  
and the best interests of students, as well as contrary to law. The Board and the 3  
Association subscribe to the principle of resolution of differences in an orderly and 4  
appropriate manner as befits the high standards of professionalism. Accordingly, 5  
the Association agrees that it will not strike or sanction a strike by any member 6  
or group of members against the Board during the term of this Agreement; nor will 7  
the Association sanction any strike against the Board. 8



ARTICLE XIX - Fringe Benefits

A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board shall pay for each teacher the sum not to exceed twenty-dollars (\$20.00) per month or two-hundred-forty dollars (\$240.00) per year for M. E. A. medical insurance and its options, providing that said M. E. A. insurance is available to all members of the bargaining unit whether they are members of the M. E. A. or not. It is expressly understood that the teachers participating in this program will make up any difference in the total premium that exceeds twenty-dollars (\$20.00) per month or two-hundred-forty-dollars (\$240.00) per year, and may upon written authorization, have said difference in said premium deducted from their pay check.

B. It is further expressly understood that the Board shall not be obligated to pay directly to the teacher any benefit under this paragraph or to provide premiums for other insurance policies, it being the sole intent and purpose of this clause to obligate the Board not to exceed the amount above specified for premiums for participating teachers only in the M. E. A. insurance plan.

C. The Board agrees to pay one-half (1/2) of the above-stated amount for regularly employed part-time teachers.

D. For the school year 1971-72 insurance provisions in paragraph A above shall be twenty-five -dollars (\$25.00) per month, or three-hundred-dollars (\$300.00) per year, and for 1972-73 school year shall be \$35.00 (thirty-five-dollars) per month or \$420.00 (four-hundred twenty-dollars) per year.

ARTICLE XX - Grievance Procedure

A. DEFINITIONS -

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and arising from the language of this Agreement or an alleged breach thereof. It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the unit described in Article I above will not constitute a grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE -

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given opportunity to be present at such adjustment.



ARTICLE XX - Grievance Procedure (Continued)

C. PROCEDURE -

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. Should the grieving teacher leave the employ of the Board, all further proceedings on said grievance shall be barred. The time limits specified may, however, be extended by mutual agreement expressed in written form. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance will first discuss it with his Principal within five (5) calendar days of the occurrence with the objective of resolving the matter informally. This may be done alone or with or through the Association School Representatives. The names of these representatives will be furnished by the Association to the Principal. The Principal shall attempt to resolve the grievance within five (5) calendar days of the discussion. If no satisfactory solution is reached within this time, then the grievant either directly or with the A. S. R. will reduce the grievance to writing which shall be signed by the grievant and the A. S. R. and filed with the Principal not later than eight (8) days following the initial discussion. If the grievance involves more than one (1) school building, it may be filed with the Superintendent.

ARTICLE XX - Grievance Procedure (Continued)

Within five (5) calendar days of receipt of the grievance, the Principal shall meet with the grievant in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish the A.S.R. a copy.

2. Level Two

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the days specified, the grievance may be filed with the Superintendent, within five (5) calendar days from the written decision of the Principal or from the time allotted therefor if no decision is rendered.

Within seven (7) calendar days the Superintendent or his designee shall meet with the teacher either directly or through the A.S.R. on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the Association.

3. Level Three

If the grievant directly or through the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within the specified time, the grievance may be filed with the Board of Education by filing a written copy with the Secretary or other designee of the Board within five (5) calendar days from the written decision of the Superintendent or from the time allotted therefor if no decision is rendered. The Board no later than its next regular meeting or two (2) calendar weeks, shall meet with the Association on the grievance.

Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be



ARTICLE XX - Grievance Procedure (Continued)

furnished to the Association.

4. Level Four

If the grievant directly or through the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the specified time limits, the grievance may be submitted to the State Labor Mediation Board according to law and within five (5) calendar days following time limits specified at Level Three.

5. Level Five

If the grievant directly or through the Association is not satisfied with the findings, conclusions and recommendations of the State Labor Mediation Board, they may within twenty (20) calendar days submit the grievance to Arbitration.

Within ten (10) calendar days after such written notice of submission to arbitration, the Board Committee and the Grievant and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.

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.

ARTICLE XX - Grievance Procedure (Continued)

- a. He shall have no power to add to, subtract from, disregard, alter, 1  
or modify any of the terms of this Agreement. 2
- b. There shall be no appeal from Arbitrator's decision if within the 3  
scope of his authority as set forth above. It shall be final and 4  
binding on the Bangor Education Association, its members, the 5  
employee or employees involved, and the Board. 6
- c. The fees and expenses of the arbitrator incurred shall be paid by 7  
the loser. In case of a split decision each party pays their share 8  
of total costs as declared by the Arbitrator. 9

The provisions of page one, paragraph four of this contract, are 10  
in no way to be construed as limiting the rights of a probationary teacher to use 11  
this grievance procedure, nor the Association to represent the probationary teacher, 12  
when so requested, in the grievance process except in the matters of discharge in 13  
accordance with the Tenure Act. 14



ARTICLE XXI - Clearance Clause

A. The parties acknowledge that during negotiations which resulted in this 1  
Agreement each had the unlimited right and opportunity to make demands and proposals 2  
with respect to any subject or matter not removed by law from the area of collective 3  
bargaining, and that the understandings and agreements arrived at by the parties after 4  
the exercise of that right and opportunity are set forth in the Agreement. Therefore, 5  
the Board and the Association for the life of this Agreement, each voluntarily and 6  
unqualifiedly waives the right and each agrees that the other shall not be obligated 7  
to bargain collectively with respect to any subject or matter not specifically referred 8  
to or covered in this Agreement, even though such subjects or matters may not have 9  
been within the knowledge or contemplation of either or both of the parties at the 10  
time that they negotiated or signed this Agreement. 11

B. If any provision of this Agreement or any application of the Agreement 12  
to any employee or group of employees shall be found contrary to law, then such 13  
provision or application shall not be deemed valid and subsisting except to the extent 14  
permitted by law, but all other provisions or applications shall continue in full force 15  
and effect. 16

ARTICLE XXII - Negotiation Procedures

A. On or before April 30, 1973, the Parties shall begin negotiating for  
a new Agreement.

B. In any negotiations described in this Article, neither party shall have  
any control over the selection of the negotiating or bargaining representatives of the  
other party and each party may select its representatives from within or outside the  
district. It is recognized that no final Agreement between the parties may be  
executed without ratification by a majority of the membership of the Association and  
by a majority of the Board of Education, but the parties mutually pledge that  
representatives selected by each shall be clothed with all necessary power and  
authority to make proposals, consider proposals, and make concessions in the  
course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach agreement in any such negotiations, either  
party may invoke the mediation machinery of the State Labor Mediation Board.



ARTICLE XXIII - Salary Schedule for 1970-71

	<u>INDEX</u>	<u>B. A. DEGREE</u>	<u>INDEX</u>	<u>M. A. DEGREE</u>	<u>INDEX</u>	<u>ED. SPEC.</u>
0	100	\$7,200.00	100.00	\$7,720.00	100.00	\$8,245.00
1	104	7,488.00	104.25	8,048.00	104.50	8,616.00
2	108	7,776.00	108.50	8,376.00	109.00	8,987.00
3	112	8,064.00	112.75	8,704.00	113.50	9,358.00
4	116	8,352.00	117.00	9,032.00	118.00	9,729.00
5	120	8,640.00	121.25	9,360.00	122.50	10,100.00
6	124	8,928.00	125.50	9,688.00	127.00	10,471.00
7	128	9,216.00	129.75	10,016.00	131.50	10,842.00
8	132	9,504.00	134.00	10,344.00	136.00	11,213.00
9	136	9,792.00	138.25	10,672.00	140.50	11,584.00
10	140	10,080.00	142.50	11,000.00	145.00	11,955.00
11	144	10,368.00	146.75	11,328.00	149.50	12,326.00
12	148	10,656.00	151.00	11,656.00	154.00	12,697.00
13	152	10,944.00	155.25	11,984.00	158.50	13,068.00

Special certificate or non-degree teachers schedule - \$5,800. - \$6,300. 1

Teachers hired after September 1st, 1969, will be paid on a Masters 2

Degree schedule or the Educational Specialist schedule only when teaching within 3

their major or related field(s). 4



ARTICLE XXIII - Salary Schedule for 1971-72

	<u>INDEX</u>	<u>B. A. DEGREE</u>	<u>INDEX</u>	<u>M. A. DEGREE</u>	<u>INDEX</u>	<u>ED. SPEC.</u>
0	100	\$7,488.00	100.00	\$8,029.00	100.00	\$8,575.00
1	104	7,788.00	104.25	8,371.00	104.50	8,961.00
2	108	8,088.00	108.50	8,713.00	109.00	9,347.00
3	112	8,388.00	112.75	9,055.00	113.50	9,733.00
4	116	8,688.00	117.00	9,397.00	118.00	10,119.00
5	120	8,988.00	121.25	9,739.00	122.50	10,505.00
6	124	9,288.00	125.50	10,081.00	127.00	10,891.00
7	128	9,588.00	129.75	10,423.00	131.50	11,277.00
8	132	9,888.00	134.00	10,765.00	136.00	11,663.00
9	136	10,188.00	138.25	11,107.00	140.50	12,049.00
10	140	10,488.00	142.50	11,449.00	145.00	12,435.00
11	144	10,788.00	146.75	11,791.00	149.50	12,821.00
12	148	11,088.00	151.00	12,133.00	154.00	13,207.00
13	152	11,388.00	155.25	12,475.00	158.50	13,593.00

Special certificate or non-degree teachers schedule - \$5,800. - \$6,300. 1

Teachers hired after September 1st, 1969, will be paid on a Masters 2

Degree schedule or the Educational Specialist schedule only when teaching within 3

their major or related field(s). 4



**Bangor Public Schools**  
**Bangor, Michigan**

ARTICLE XXIII - Salary Schedule for 1972-73

	<u>INDEX</u>	<u>B.A. DEGREE</u>	<u>INDEX</u>	<u>M.A. DEGREE</u>	<u>INDEX</u>	<u>ED. SPEC.</u>
0	100	\$7,788.00	100.00	\$8,350.00	100.00	\$8,918.00
1	104	8,100.00	104.25	8,705.00	104.50	9,319.00
2	108	8,412.00	108.50	9,060.00	109.00	9,720.00
3	112	8,724.00	112.75	9,415.00	113.50	10,121.00
4	116	9,036.00	117.00	9,770.00	118.00	10,522.00
5	120	9,348.00	121.25	10,125.00	122.50	10,923.00
6	124	9,660.00	125.50	10,480.00	127.00	11,324.00
7	128	9,972.00	129.75	10,835.00	131.50	11,725.00
8	132	10,284.00	134.00	11,190.00	136.00	12,126.00
9	136	10,596.00	138.25	11,545.00	140.50	12,527.00
10	140	10,908.00	142.50	11,900.00	145.00	12,928.00
11	144	11,220.00	146.75	12,255.00	149.50	13,329.00
12	148	11,532.00	151.00	12,610.00	154.00	13,730.00
13	152	11,844.00	155.25	12,965.00	158.50	14,131.00

Special certificate or non-degree teachers schedule - \$5,800. - \$6,300. 1

Teachers hired after September 1st, 1969, will be paid on a Masters 2

Degree schedule or the Educational Specialist schedule only when teaching within 3

their major or related field(s). 4



ARTICLE XXIII - Salary Schedule (Continued)

EXTRA CURRICULAR SCHEDULE based on Step 0 of the B. A. Degree or M. A. Degree:

Football & Basketball	9%	11%	13%	15%	Assistant	6%	7%	8%	9%
Junior High	5%	6%	7%						
Track & Baseball	8%	9%	10%	11%	Assistant	5%	6%	7%	8%
Cross Country	5%	6%	7%	8%					
Audio Visual	7%	8%	9%	10%					
School Newspaper	5%	6%	7%	8%	(Minimum of Nine (9) Issues)				
Home Economics	5% of Salary								
Agriculture	25% of Salary - 48 weeks work plus \$150.00 Land Lab (Maintenance of Equipment)								
Yearbook	5%	6%	7%	8%					
Shop	5%	6%	7%	8%					
Band Director	9%	10%	11%	12%	(Summer and Concerts)				
Cheerleader Advisors		4%	5%	6%	7%				
Play Director	\$200.00 per Play (Junior play, Senior play, All School plays)								
Printing	\$3.75 per Hour								
High School Vocal Director			6%	7%	8%	9%	- plus \$150.00 for Operetta		
Driver Education	\$35.00 per Student (six (6) hours of driving) \$170.00 per Classroom Instruction as required for full reimbursement.								
Noon-Hour Supervision:	10% of B. A. Base (where duties are in addition to the regular teaching duties.) This is based on a sixty (60) minute period and shall be pro-rated for any shorter or longer period of time.								
First-Aid Specialist	3% of B. A. Base Salary								
Student Council Advisor	4% of B. A. Base Salary								



ARTICLE XXIII - Salary Schedule (Continued)

CLASS ADVISORS:

Senior Class - Advisor	\$90.00	Assistant - \$60.00
Junior Class - Advisor	125.00	Assistant - \$75.00
Sophomore Class - Advisor	85.00	Assistant - \$55.00
Freshman Class - Advisor	50.00	Assistant - \$35.00
Eighth Grade Class - Advisor	50.00	Assistant - \$35.00
Seventh Grade Class - Advisor	50.00	Assistant - \$35.00

Salary Schedule for 1971-1972 and 1972-1973 shall be increased by 4% of 1  
the previous year's base. The Board shall have the right to exceed 4% and/or 2  
increase the fixed extra-curricular items at its discretion. 3

BY-LAWS GOVERNING TEACHERS' SALARY SCHEDULE

A. The salary schedule adopted is a part of this contract and all members  
of the teaching staff of the school district shall receive salaries in accordance with  
their schedule and these by-laws. None of these by-laws is retroactive.

B. Advancement on the salary schedule shall be automatic and mandatory,  
each teacher advancing one step on the schedule September 1st of each year after  
completion of a full school year of teaching service. One-half (1/2) of an increment  
will be granted for a semester of experience, or a year of teaching half days.

C. A teacher entering the employ of the School District shall, upon  
recommendation of the Superintendent, receive up to a maximum of five (5) years  
of credit on the salary schedule if the experience occurred within the ten (10) years  
preceding employment in the Bangor System.

D. Credit to a maximum of two (2) years shall be granted for military  
service after proof of employment as a teacher in a school district prior to military  
service.

E. Transfer from one salary schedule to another based on a newly earned  
degree is effective at the beginning of the school calendar year following the awarding  
of the degree.



Duration of this contract shall be from August 24, 1970, to June 30, 1973.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS.

BANGOR EDUCATION ASSOCIATION

BOARD OF EDUCATION OF  
BANGOR PUBLIC SCHOOLS

By Jacqueline Thompson  
President

By \_\_\_\_\_  
President

By Terence S. Glidden  
Negotiator

By \_\_\_\_\_  
Secretary

By John E. Rathbun  
Negotiator

By \_\_\_\_\_  
Treasurer

APPENDIX I

The Bangor Education Association has carefully considered the status of the  
below named teacher and has explained the conditions of the contract carefully. The  
Association finds that this teacher has been employed for at least sixty (60) days and  
has not paid the dues of this Association nor made a contribution in an equal amount  
so as to participate in the expense of negotiating and administering the contract.

Therefore, as provided in the AGENCY SHOP CLAUSE of the contract  
between the Bangor Education Association and the Bangor Public Schools, the Bangor  
Education Association requests that the contract of \_\_\_\_\_  
not be renewed for next school year, and that this teacher be properly notified of  
this action.

The Association will protect and save harmless the Board from any or  
all claims, demands, suits and other forms of liability by reason of action taken  
or not taken as a result of any misinformation provided by the Bangor Education  
Association in this written request.

(Signed) \_\_\_\_\_ President

(Signed) \_\_\_\_\_ President-Elect

(Signed) \_\_\_\_\_ Past-President

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
IN AND FOR \_\_\_\_\_ COUNTY

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

Copies: