

1966-67

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ROGERS UNION SCHOOL DISTRICT NO. 1

ARTICLE I

Recognition

A. The Board hereby recognizes the Rogers City Educators Association as the exclusive bargaining representative with respect to wages, hours and working conditions as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, substitute teachers, guidance counsellors, and librarians, but excluding Superintendent, Assistant Superintendent, Principals and service personnel. The term 'teacher,' when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

Rogers Union School District No. 1
(Rogers City)

MEA
1216 Kendall
East Lansing, Mich. 48823

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers under law shall be deemed to be in addition to those provided by this contract.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.

C. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement.

School Calendar

A. The school calendar shall conform to the minimum requirement of days in membership and days in session as set by State of Michigan and the North Central Association of Colleges and Secondary Schools.

B. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and school shall never be reconvened on the days immediately following New Year's Day or Easter Sunday.

ARTICLE IV

Teaching Hours

A. The teacher's normal on duty hours in the city schools shall be as follows:

- | | |
|---|------------|
| (1) Teachers check in no later than | 8:00 A. M. |
| (2) Teachers shall leave school no earlier than | 3:45 P. M. |

B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, in no event less than fifty minutes.

ARTICLE V

Teaching Assignments

Regular classroom teaching assignments shall not exceed 25 clock hours per week.

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at 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.

B. Except in certain classes such as physical education and music, or where the size of the room limits the number of student stations the Board of Education shall attempt to maintain class loads according to the standards as set by the accrediting agencies and the State Department of Education.

ARTICLE VII

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy and providing for appropriate posting in every school building. These listings shall include all qualifications necessary to fill this vacancy.

B. Any qualified teacher may apply to fill such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any reason.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another, or from one subject to the teaching of another subject, is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. Any teacher who shall be transferred to a supervisory 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.

ARTICLE IX

- I. All teachers shall be granted a temporary leave of absence of ten (10) school days each year without loss of pay and according to the following provisions:
 - A. Such absence shall be for one of the following reasons:
 1. Personal illness or quarantine.
 2. Serious illness in the immediate family.
 3. Death in the family.
 4. Personal leave (maximum of 2 days). Personal leave does not apply the day before or the day after a holiday unless approved by the administration.
 5. Court appearance as a witness or for jury duty.
 - B. A disease or injury incurred due to (or resulting from) the performance of his teaching duties shall be fully compensated without loss of sick leave.
 - C. Unused days of sick leave shall be accumulative to a total of ninety (90) days.
 - D. A written statement from the office of the Superintendent of Schools stating the sum total of accumulated days of sick leave accrued by a full-time teacher shall be given to each teacher during September of each school year.
 - E. If illness extends beyond accumulated sick leave, the teacher shall be paid the difference between his salary and substitute's pay up to a total of thirty days.
 - F. A teacher who has exhausted his cumulative sick leave may borrow up to thirty (30) days of additional sick leave at the discretion of the Board of Education. Any teacher who terminates his employment shall repay the school system the amount owed for sick leave days advanced under this policy.

- G. Any teacher whose personal illness extends beyond the period compensated under the foregoing provisions of this article shall be granted a leave of absence without pay for such time as is necessary for complete recovery from said illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- H. All other leaves of absence shall be granted at the discretion of the Board of Education.

ARTICLE X

Insurance

The Board will follow the School Code, Section 617, which permits the Board to use money in the general fund to provide insurance protection on a joint participating basis with any or all of the employees of the school district. Along these lines then, the Board will pay 75% of the cost of insuring the employee only, under the current MEA comprehensive group insurance plan. For the term of this contract, this will be 75% of \$11.80 per month or \$8.85 per month, with the balance of the insurance cost to be paid by the employee. The Board agrees to use a payroll deduction plan upon the request of the subscriber. In the event that an employee does not wish to participate in this insurance plan, no benefits will be forthcoming to that individual under this article.

ARTICLE XI

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XII

Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. The identity of the ^{parent} ~~plaintiff~~ shall be made known to the affected teacher.

ARTICLE XIII

Negotiations

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to discussion between them from time to time during the period of this agreement upon the request of either party to the other.

B. No later than two weeks after January 1, prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, and conditions of employment of teachers employed by the Board.

ARTICLE XIV

Grievance Procedure

A grievance shall be defined as an alleged violation of this Agreement. Should a teacher feel that there has been a violation of this agreement, he will take the following steps:

(Step 1) The teacher shall notify the designated representative of the Association of his grievance and may request his presence at the presentation of the grievance or proceed to step two (2) without the designated representative at the teacher's option. The designated Association representative may be present at any adjustment of the alleged grievance at any level.

(Step 2) The Teacher and/or the designated representative may discuss the grievance with the principal informally within ten (10) days of the alleged violation.

(Step 3) In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal within 10 days. The principal may again discuss the problem with the involved teacher and the Association representative.

Within ten days after receiving the grievance in writing, the principal shall state his decision in writing, together with supporting reasons, one copy to go to the teacher lodging the grievance and one copy to the Association or the Association representative.

(Step 4) If the matter is not satisfactorily resolved by the Principal's decision, the teacher and/or the designated representative shall within ten (10) days after the decision in Step (3) present in writing the alleged violation to, and request an interview with, the Superintendent. Within ten (10) days after the written request is filed with the Superintendent he shall have a hearing concerning the alleged grievance. A decision in writing, by the Superintendent together with supporting reasons, shall be given to the employee and the designated representative within ten (10) days after the hearing.

(Step 5) If this decision is not satisfactory, the teacher may file his alleged grievance with the Board in writing, countersigned by the designated representative at least ten (10) days prior to the next regular Board meeting.

The Board shall place said grievance on the agenda of its next regular meeting at which time the teacher and/or the designated association representative shall be given an opportunity to be heard. The Board shall render its decision in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the teacher and/or the designated representative may file his grievance with the State Labor Mediation Board as provided by law.

Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

The time limits specified in this procedure may be extended in any instance, by mutual agreement.

ARTICLE XV

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A. M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision

or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of _____ and shall continue in effect for 1 year until the day of _____. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ROGERS UNION SCHOOL DISTRICT NO. 1
 Salary Schedule 1966-67
 Rogers City Public Schools - Rogers City, Michigan

1. Schedule applies to Degree Teachers Only

Minimum - Bachelor's Degree	\$ 5,300.00
Maximum - Bachelor's Degree	7,252.00
Master's Degree Schedule	10 % of base

Year	1 - 5,300.00	6 - 6,447.00
	2 - 5,512.00	7 - 6,705.00
	3 - 5,732.00	8 - 6,973.00
	4 - 5,961.00	9 - 7,252.00
	5 - 6,199.00	

Payment for Graduate Credits Earned after July 1, 1960

0 - 10 Semester Hours		No payment
11 - 29 Semester Hours	\$ 10.00 per semester hour per year	

30 Semester Hours of Credit in teaching fields beyond the Bachelor's Degree or a Master's Degree 10 % of base

The Board of Education and Administration will be the judge of these hours.

2. No more than four years of experience in an outside system to apply on the salary schedule for teachers hired for the school year 1966-67 and subsequent years.
3. All teachers must hold teachers certificates that are currently valid in Michigan. Out of State applicants may have their credentials certified by applying to the Department of Certification and Higher Education, Department of Public Instruction, Capitol Building, Lansing, Michigan.
4. Military service after start of teaching career will count on schedule only if teaching career is interrupted in this system.
5. Secondary teachers must satisfy minimum requirements of the North Central Association of Colleges and Secondary Schools as they apply to teacher preparation in the various fields. Applicants check this carefully with your advisor.
6. Nothing in this schedule shall be construed to prevent the Board of Education from paying more than the salary schedule to secure Special Education Teachers.
7. Salaries of the Superintendent and Principals will be determined by the Board of Education.
8. Extra compensation for coaching and other special assignments will be determined by the Board of Education.
9. The Board of Education reserves the right to determine each year the amount of anticipated funds available, to what extent this salary schedule shall be applicable and/or put into effect. When funds are not available to put or maintain this salary schedule into full effect, the Board of Education shall determine the method for applying available funds to the salary schedule.