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ROGERS UNION SCHOOL DISTRICT NO. 1  
Rogers City, Michigan

Rogers City  
14

AGREEMENT

This Agreement entered into this 5 day of Sept. 1967, by and between the Board of Education of Rogers Union School District No. 1 of Rogers City, Michigan, hereinafter called the "Board," and the Rogers City Educators Association, hereinafter called the "Association."

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Rogers Union School District No. 1

#2 - No  
#4 - No.  
#5 - No

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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 certified personnel, including personnel on tenure, probation, classroom teachers, substitute teachers, guidance counselors, and librarians, but excluding all others such as, but not limited to Superintendent, Assistant Superintendent, Principals, and all custodial, maintenance, office and clerical personnel, cafeteria, transportation, and student employees. 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 of the Association (including the National Education Association and the Michigan Education Association). 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.

D. Nothing contained herein shall be construed to deny or to deprive any teacher rights he may have under the Michigan General School laws.

## 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 to freely 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. The Board will not discriminate against any teacher with respect to wages, hours, 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.

B. The Association and its members shall have the right to use an adequate room within the school building when not previously scheduled for other events. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The teachers shall have available to them at the Board's expense, a bulletin board within their lounges for the dissemination of Association materials plus the use of inter- and intra-building communication systems.

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.

### 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 requirements of days in membership and days in session as set by the 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

A. Classroom teaching assignments not to 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 ensure 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 the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this purpose.

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. For those teachers scheduled or authorized to travel between buildings the Board shall reimburse these people for mileage at the rate of 8 cents per mile. These people shall be allowed sufficient time for commuting between buildings. This time shall be determined by the teachers involved and the administration at the beginning of each school year. This time shall not be considered "break time."

C. The Board shall make available in each school facilities exclusively for lounge use.

## ARTICLE VII

### Vacancies and Promotions

A. Whenever any vacancy in any professional position shall occur during the school year, the Board shall give written notice of such vacancy to qualified teachers and shall provide notice on the bulletin boards in each faculty lounge. If the vacancy shall occur when school is not in session, the Board shall give written notice to those qualified teachers who have left addresses with the administration. Listings shall include all qualifications necessary to fill this vacancy. In case of urgency, an existing vacancy can be filled on a temporary basis until 15 days' notice is given as required above.

B. Any qualified teacher may apply to fill such vacancy. In filling such vacancy, the Board agrees to give consideration to the professional background and attainments of all applicants, to the length of time each has been in the school system of the district, and to 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, without regard to 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 to the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers 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

##### Leave of Absences and Sick Leave

A. 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:

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. Unused days of sick leave will be accumulated to ninety (90) days. The ten (10) days allowed each year are in addition to the cumulative sick leave days of the teacher.
6. A written statement from the office of the Superintendent of Schools, stating the sum total of accumulated days of sick leave accrued by a teacher shall be given to each teacher during September of each school year.
7. 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 and be paid the difference between his salary and that of the substitute for the same length of time.
8. a. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for a period not to exceed one year. The leave may be renewed each year upon a written request of the teacher, subject to approval of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or to a substantially equivalent position.  
b. Leave of absence with pay and not chargeable against the teacher's allowance shall be granted for the following reasons:
  1. Absence when a teacher is called for court appearances as a witness or for jury duty.
  2. Authorized and official professional association meetings approved by the administration or the Board of Education.
  3. A maternity leave shall be granted at the discretion of the Board without pay upon written application, commencing not later than the end of the sixth month of pregnancy, except when this date falls within one school month of the end of the semester, in which case the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave within one year from the beginning of the leave, providing a vacancy exists.

## 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 100% of the cost of a family subscriber plan in any mutually acceptable comprehensive insurance plan, and agrees upon the request of the subscriber to use a payroll deduction plan. The balance of the insurance cost is to be paid by the individual teacher. In the event that a teacher does not wish to participate in this insurance plan, then no benefits will be forthcoming.

## 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 stipulated in Article XIV of this Agreement. Non-renewal of Probationary Contracts are excluded from the paragraph.

## 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 counselors, 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 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 under mutual consent.

B. At least two weeks after January 1, prior to the expiration of this Agreement, the parties shall 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 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) calendar 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 ten (10) calendar days of the informal discussion. 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.

If the matter is not satisfactorily resolved by the Principal's decision, the teacher and/or the designated representative shall present in writing within ten (10) calendar days from the procedure in Step 3 the alleged violation and request an interview with the Superintendent. Within ten (10) calendar 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) calendar days after the hearing.

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 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 his 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.

The Association shall have no right to process a grievance without the consent of the teacher and his active participation therein.

The Association shall give the names of each designated Association representative or his alternate in the case of the representative's absence to the principal governing that unit within one week after the beginning of school.

#### ARTICLE XV

##### Miscellaneous Provisions

A. 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.

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. Non-members of the Association are subject to the terms of this paragraph, too. The Board reserves the right to take such action as permitted by law in addition to any action taken by the Association for breach of the Code of Ethics.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with 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.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now 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 be void.

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.

Date \_\_\_\_\_  
Board of Education  
Rogers Union School District # 1

Date \_\_\_\_\_  
Rogers City Educators Association

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

4. \_\_\_\_\_

ROGERS UNION SCHOOL DISTRICT NO. 1  
 Salary Schedule - 1967-1968  
 Rogers City Public Schools - Rogers City, Michigan

1. Schedule applies to Degree Teachers Only

Minimum - Bachelor's Degree - - - - - \$ 5,830.00  
 Maximum - Bachelor's Degree - - - - - 8,297.00  
 Master's Degree Schedule - - - - - 10% of Base

Year 1 - \$5,830.00	6 - \$7,092.00
2 - 6,063.00	7 - 7,376.00
3 - 6,305.00	8 - 7,671.00
4 - 6,557.00	9 - 7,978.00
5 - 6,819.00	10 - 8,297.00

Payment for Graduate Credits Earned after July 1, 1960:

- 0 - 10 Semester Hours after Bachelor's Degree - No payment
- 11 - 29 Semester Hours after Bachelor's Degree - \$15.00 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

Semester Hours of Credit after an MA degree and on an approved program leading to an advanced degree - \$15.00 per semester hour per year. The Board of Education and Administration will be the judge of these hours.

2. All teachers will receive full credit for the years teaching in this system.
3. No more than four years of experience in an outside system to apply on the salary schedule for teachers hired for the school year 1967-68 and subsequent years.
4. 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 Education, Lansing, Michigan.
5. Military service after start of teaching career will count on schedule only if teaching career is interrupted in this system.
6. 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.
7. Teachers holding a Michigan Vocational Certificate or a Michigan Special Education Certificate will receive a payment not to exceed 10% of their base pay or an amount not in excess of the eligible reimbursement. This applies only to approved and operating vocational or special education programs in this system.
8. Pay Days - Twenty-six (26) pay days per year - every other Friday.

Salary Schedule - Continued

9. A. Extra Teaching Assignments: Payments for all teaching assignments such as extra classes, Adult Education, and Summer School will be prorated according to the base pay of the teacher assigned.

B. Other Extra-Duty Assignments:

1. Yearbook - - - - - \$220.00
2. Attendance - - - - - 220.00
3. Activities Accounting - - 275.00
4. Shop Maintenance - - - - 220.00
5. Head Librarian - 1 extra month - 10% of base salary  
two weeks before school opens, two weeks after school closes
6. Counselors - 2 extra weeks - 5% of base salary  
before or after school opens or closes