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SEP 11 1968

ROGERS UNION SCHOOL DISTRICT NO. 1
Rogers City, Michigan

OFFICE OF
PROFESSIONAL NEGOTIATIONS

AGREEMENT

This Agreement entered into this _____ day of _____ 1968, 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 (Rogers City)

MEA
1216 Kendale
E. Lansing, MI
48823

ROGERS UNION SCHOOL DISTRICT NO. 1

ARTICLE 1

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 11

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every "teacher" of the "school district" 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 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.

Section "B" "Subject to administration approval, the Association and its members shall have the right to use an adequate room within the school building to transact official Association business when this room is 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.

Section "C" "The board agrees to furnish to the Association in response to reasonable requests from time to time all readily available information concerning the financial resources of the district, but will not be obligated to compile statistical information which has not been previously compiled or to alter previously compiled information to conform with the specifications of the Association."

Section "D" The Board, on its own behalf and on behalf of the electors of the 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 rights:

- (1) To the executive management and administrative control of the school system and its properties, facilities and employees.
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their employment, or their dismissal, demotion, or promotion.
- (3) To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

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. School shall not be in session on the following days: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, January 2, and the Monday following 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.
- C. It is the responsibility of each individual teacher, as well as the board, to provide the highest quality educational program practicable for every boy and girl in the school district: This includes:
- (1) Careful daily preparation.
 - (2) Attendance at staff meetings.
 - (3) Participation in activities of the school such as:
 - a. Open Houses.
 - b. P.T.A. Meetings (May be excused by the principal for meritorious reasons only).
 - c. Public performances of children in plays, concerts or other similar activities in which the teachers students are involved.

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. It is recognized by the board that pupil-teacher ratio is an important aspect of

an effective educational program. The board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district as deemed administratively feasible.

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.

D. The Board will continue its efforts to keep the schools reasonable and properly equipped and maintained.

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 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 VI11

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 Absence and Sick Leave

A. Personal Leave (Maximum 2 Days)

Personal Leave does not apply the day before a holiday, the day after a holiday, or the last two days of the school year, unless approved by the administration.

B. All teachers shall be granted unlimited sick leave, for the duration of this contract, without loss of pay and according to the following provisions:

1. Personal illness or quarantine.
2. Serious illness in immediate family.
3. Death in the family.

*NOTE - Principals may request a physicians statement verifying illness.

C. Leave of Absence

Leave of absence with pay may 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.
4. 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.

ARTICLE X

Insurance

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board of Education agrees to furnish to all employees of the school district the following insurance protection:

- A. The Board will pay 100% of the cost of a family subscriber plan in any mutually acceptable insurance plan which will include hospitalization, surgical, major medical and basic life insurance benefits. The subscriber benefits of this plan shall be equivalent to those included in the MESSA Health Care Insurance.
- B. The Board will make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period, commencing September 1 and ending August 31.
- C. Employees desiring additional coverage must pay the balance on an individual basis.
- D. In the event that an employee 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. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

B. At least two weeks after March 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. 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.

B. All written grievances must be presented on the attached form.

C. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration. Before an arbitrator is selected by the parties, a request by the Association in writing for selection of an arbitrator shall be filed with the Superintendent within ten (10) days from the decision of the Board. In the event that the request for the selection of an arbitrator is not filed within ten (10) days then the decision of the Board shall be final and binding.

The parties shall meet to agree upon an arbitrator at a mutually convenient time, but in the event an arbitrator is not agreed upon within ten (10) days of the written request, then and in that event the American Arbitration Association shall select said arbitrator in accordance with its rules which shall likewise govern the arbitration hearing.

The arbitrator shall have power only to interpret the meaning of the language of this contract and may not alter, add to, or subtract from the terms of this agreement. The arbitrator may not hear any case which involves discharge or demotion which may have been filed under the Tenure Act. The arbitrator shall have no power to question the reasonableness of written Board policy. The jurisdiction of the arbitrator shall be specifically limited by the terms of this agreement and the conditions as specified above.

Both parties agree to be bound by the award of the arbitrator. Cost of such arbitration shall be borne equally by the Board and the Association.

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. 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.

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

D. 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.

E. On any day when school sessions are scheduled but that schedule is cancelled by the superintendent due to weather or other conditions beyond control, such announcement shall be made as early as possible over radio station WHAK.

F. Teachers shall be given a tentative class schedule or assignment for the following year prior to the termination of this contract.

G. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this

Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

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 No. 1

Date _____
Rogers City Educators Association

1. _____
2. _____
3. _____
4. _____

1. _____
2. _____
3. _____
4. _____

ROGERS UNION SCHOOL DISTRICT NO. 1
Salary Schedule 1968-1969
Rogers City Public Schools - Rogers City, Michigan

SCHEDULE A

1. Salary schedule applies to degree teachers only.

	BA/BS	+	15	+	20	+	25	+	30	MA/MS
1.	6,400		6,550		6,700		6,850		7,000	7,100
2.	6,656		6,806		6,956		7,106		7,256	7,356
3.	6,922		7,072		7,222		7,372		7,522	7,622
4.	7,198		7,348		7,498		7,648		7,798	7,898
5.	7,485		7,635		7,785		7,935		8,085	8,185
6.	7,784		7,934		8,084		8,234		8,384	8,484
7.	8,095		8,245		8,395		8,545		8,695	8,795
8.	8,418		8,568		8,718		8,868		9,018	9,118
9.	8,754		8,904		9,054		9,184		9,354	9,454
10.	9,104		9,254		9,404		9,554		9,704	9,804
11.									10,068	10,168

2. It is required that the semester hours of Credit beyond the BA/BS degree be directly related to the instruction program or teaching fields and approved by the Board of Education. Semester Hours of credit must have been earned after July 1, 1960.
3. 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.
4. To receive credit on the professional scale, the teacher shall furnish the school district with an up to date official transcript or credits showing total semester hours earned at each institution as of September 1st of each school year.
5. No more than five years of experience in an outside system to apply on the salary schedule for teachers hired for the school year 1968-69 and subsequent years.
6. 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.
7. Military service after start of teaching career will count on schedule only if teaching career is interrupted in this system.

8. 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.
9. 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.
10. Pay Days - Twenty (20) or Twenty Six (26) - Optional - pay days per year - every other Friday.
11. 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.

SCHEDULE B

Other Extra-Duty Assignments:

1. Yearbook \$220.00
2. Attendance 220.00
3. Activities 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
7. Music Director \$275.00

Sports

- A. Football

Head Coach	10% of Base Pay
Ass't Varsity Coach	7% of Base Pay
Head J.V. Coach	7% of Base Pay
Ass't J.V. Coach	6% of Base Pay
Head Freshman Coach ..	6% of Base Pay
Ass't Freshman Coach ..	5% of Base Pay
- B. Basketball

Head Coach	10% of Base Pay
J.V. Coach	7% of Base Pay
Freshman Coach	6% of Base Pay
8th Grade Coach	5% of Base Pay
7th Grade Coach	5% of Base Pay
- C. Track

Head Coach	6% of Base Pay
Ass't Coach	4% of Base Pay

NON-DEGREE 1968-1969 TEACHERS
Salary Schedule

SCHEDULE C

<u>Step</u>	<u>60-74</u>	<u>75-89</u>	<u>90-104</u>	<u>105 $\frac{0}{1}$</u>
1	3,760	4,070	4,380	4,690
2	3,970	4,280	4,590	4,900
3	4,180	4,490	4,800	5,110
4	4,390	4,700	5,010	5,320
5	4,600	4,910	5,220	5,530
6	4,810	5,120	5,430	5,740
7	5,020	5,330	5,640	5,950

Upon reaching the seventh (7th) step in each of the four (4) non-degree categories, the teacher will have reached the maximum allowed. When the required number of hours are earned which enables the staff member to move into the de-greed category, he shall be placed at the seventh (7th) step.

GRIEVANCE REPORT FORM

9/25/67

Grievance # _____ School District _____

GRIEVANCE REPORT

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

Building

Assignment

Name of Grievant

Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

1. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B1 & 2 of

(Note: Continued on reverse side)

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____
B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____
B. Disposition & Award of Arbitrator _____

Signature of Arbitrator Date of Decision

NOTE: All provisions of Article _____ of the Agreement dated _____ 196____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.