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Proposed Romeo Contract.

6-30-67

66-67

AGREEMENT

This Agreement entered into this _____ day of _____
1966, between the Board of Education of the Romeo Community Schools
School District, Macomb and Oakland Counties, Michigan, hereinafter
referred to as the "Board" and the Romeo Educational Association, hereinafter
referred to as the "Association".

MANAGEMENT RIGHTS

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 right:

- (1) To the executive management and administrative control of the
school system and its properties and facilities, and the activities
of its employees;
- (2) 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;
- (3) To establish grades 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;
- (4) To decide upon the means and methods of instruction, the selection
of textbooks and other teaching materials, and the use of teaching
aids of every kind and nature;

Romeo Community Schools

MEA
1216 Kendall
East Lansing, Mich.
48823

(5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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 ^{Public Act 379} and then only to the extent such specific and express terms hereof are in confirmation with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE II

RECOGNITION AND DEFINITION

The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours, and working conditions for all regularly employed full time elementary and secondary teachers who are certificated, including counselors, special education teachers, librarians, attendance officer, and specifically excluding the superintendent, assistant superintendent, principals, part time teachers and substitutes.

The term "regularly employed" as used herein shall include those teachers employed full time throughout the school year.

The term "certificated" as used herein shall mean a teacher who holds a valid teacher's certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts 1903.

For the probationary teacher the Tenure Act and its administrative procedure shall apply in lieu of the grievance procedures for those matters governed in said act.

ARTICLE III

PURPOSE AND INTENT

The Board and the Association endeavor to serve all of the children of the community, giving all equal opportunities to participate in the total school program. In order to achieve this high purpose the Board and the Association will strive to offer equal and maximum opportunity to all students to acquire a well rounded background, either as a terminal educational experience, or as a preparatory program for higher education.

The Board and the Association mutually agree to provide the best possible education for the children of the school district.

The purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board and the Association.

The Board and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all teachers.

ARTICLE IV

SALARY AND SUPPLEMENTAL SCHEDULE

The salary schedule marked Appendix I shall be a part of this contract.

~~The supplementary salary schedule is marked Appendix II and is a part of this contract.~~

The salary schedule shall remain in effect during the term of this agreement, providing, however, that upon written notice to the other party by February 1st of every year of the agreement, either party may request re-opening of negotiations of the salary schedule for the following school year. Negotiations may also be reopened on current salaries by mutual agreement if there is a substantial change in the amount of estimated revenue.

The supplementary salary schedule is marked Appendix II and is a part of this contract.

The Association represents the teachers for wages, hours and working conditions for supplemental duty activities listed under Appendix II. The board reserves the right for assignment of teachers for supplemental duties.

ARTICLE V

SICK LEAVE; EMERGENCIES; LEAVE BEYOND THIRTY DAYS; DEDUCTIONS

SICK LEAVE POLICY

1. All regular professional personnel covered by this agreement shall be granted leave for illness and emergencies, as later defined.
2. A sick leave policy shall begin at the rate of one day per school month per year (ten days for 40 weeks) with unlimited accumulation, not retroactive.
3. Teachers employed more than 40 weeks will receive additional sick leave days at the rate of one day per month.
4. Ten days will be added on for the 1966-1967 school year to those days which were previously accumulated under the 90 day sick leave policy.
5. Each employee shall be notified at the beginning of the school year as to his accrued number of sick days.
6. The yearly sick leave allowance is to be allowed in advance of the first day of assignment each year.
7. Any professional employee covered by this agreement not fulfilling his contract, either by resignation or dismissal, will have his sick leave pro-rated for the year.
8. Any teacher whose personal illness extends beyond the period compensated under sick leave may be granted such a leave of absence, upon request, without pay, for a set time as is necessary for a complete recovery but not to exceed one (1) year. Such a leave of absence may be extended upon submission of satisfactory proof of continued disability. Upon return from leave the Board of Education will attempt to assign the teacher to the same position if it is available, or to a substantially equivalent position.

DEFINITION OF EMERGENCIES

1. Emergency death leave for husband, wife, children, father, mother, brother, sister, grandparents and close relatives, in-laws or close associates.
2. Quarantine of employees or employees' living quarters.
3. To provide care for a parent, child, or spouse of a teacher for one day, in case of illness or accident, when there is no one else available to take care of him.
4. Any reason other than the ones listed under "Emergency" will be decided by the superintendent of schools and the principal concerned.

SICK LEAVE BEYOND THIRTY DAYS

It shall be the responsibility of the employee to request in writing, to the Board of Education, through the superintendent of schools, for sick leave, except compensable injury or illness, beyond thirty working days. Such request will be accompanied by a written statement from the attending physician. The Board of Education reserves the right to have an examination of the employee by a physician of its own choosing at the Board's expense and requires that an employee ill for more than ten consecutive working days will present the Board of Education with a certificate of good health from his attending physician before returning to work.

DEDUCTIONS FOR ADDITIONAL SICK LEAVE DAYS

When an employee is absent an additional number of days over his sick leave allowance, the full daily wage will be deducted. The deduction for the daily wage will be based on the school year of two hundred days being divided into the base salary of the teacher.

ARTICLE VI

MATERNITY LEAVE

1. Leave under this maternity clause is not considered as sick leave.
2. Expectant mothers shall request a leave of absence at least five months prior to the expected birth. Willful violation of this clause will cause termination of contract.
3. The beginning of the leave shall start at the discretion of the administration after the teacher has submitted her written request for maternity leave.
4. No salary will be received during the time of maternity leave. Scheduled increment adjustments, salary and retirement credit are not allowed for such a leave.
5. No employee may be permitted to return in less than one calendar year from date of birth of child, except in cases of miscarriage or stillbirth. Employee then, upon advice of the physician and the recommendation of the superintendent of schools, may return as soon as possible.
6. An employee on leave of absence for maternity leave must make written application for re-instatement at least ninety days before the beginning of the next semester.
7. Upon application to return to work, the teacher must file a physician's statement verifying that return to full duties will not be injurious to the health of the teacher.

ARTICLE VII

PERSONAL BUSINESS LEAVE DAYS; PROFESSIONAL LEAVE DAYS

1. Leave for personal business may be granted at the rate of two days per year, not accumulative.
2. Leaves for personal business days are to be deducted from the sick leave.
3. Requests for personal business leave must be in writing and have the approval of the superintendent of schools and the principal concerned.
4. Requests for personal business leave days must be submitted in writing at least two weeks before the intended date of absence. Emergency requests ~~will be granted as soon as possible.~~ be given consideration and granted as soon as possible.
5. The board may grant leave without pay to members of the teaching staff for problems of a personal nature and these leave requests must be in writing.
6. Approved visitation at other schools or for attending educational conferences or conventions will not be deducted from the sick leave allowance.
7. Time necessary to take the selective service physical examination will not be deducted from the sick leave allowance.
8. Absence for jury service by a teacher will not be chargeable to the sick leave allowance and the school district will pay the difference in salary.
9. Teachers shall be paid the difference in salary only for appearances before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the teacher's employment where the teacher has been finally adjudged not guilty of culpable conduct in his employment and such other cases as the Board in its discretion shall decide. Teachers subpoenaed as witnesses in court cases not involving the school district or its employees will be paid the difference in salary.

PROFESSIONAL LEAVE DAYS

The board may grant professional leave days ^{with pay} for members of the teaching staff who are engaged in the promotion and improvement of education on the state and national level. Such days will not be deducted from the personal or sick leave days. *Such requests must be submitted in writing if possible and accompanied with an agenda.*

ARTICLE VIII

LEAVES OF ABSENCE

2. To be granted a leave of absence an employee must make written application through the superintendent of schools during the current school year. This request must be submitted prior to March 1st. Exceptional cases will be given special consideration, especially for programs based on financial aids, or grants, of fellowships.

1. The Board may be granted a leave of absence for personal reasons, without compensation, for a period of up to one year.

3. Scheduled increment adjustments and salary and retirement credit are not allowed for such a leave.

4. The conditions under which a person may return from a leave of absence shall be determined by the Board of Education upon the recommendation of the superintendent of schools.

5. Employee on leave of absence must make written application for employment for the ensuing year by March 1st of the current year during his leave.

6. An employee returning from a leave of absence may be granted a second year's leave by mutual agreement of teacher and board.

7. An employee who accepts full time employment with another school district, while on a leave of absence, will forfeit all rights and accrued privileges.

8. Leaves of absence will be granted up to two years to any teacher who joins the Peace Corps as a full time participant in such a program. Such service will count as time taught for salary schedule purposes only. The Board of Education will attempt to place the teacher in a position for which he is qualified.

9. Military leave of absence will be granted to any teacher who is inducted or enlists for military duty in any branch of the armed forces of the United States. A maximum of two years credit for purposes applying salary schedule will be granted for military service.

ARTICLE IX

PROFESSIONAL LEAVE

1. The board may grant a leave of absence for professional growth for a maximum of one year without compensation.
2. The conditions for the return of teacher on professional leave will be mutually agreed upon before the board grants the leave.
3. Professional leave shall count as time taught for salary schedule purposes only.
4. The board will attempt to place the teacher returning from a professional leave in a teaching position for which said teacher is qualified.
5. A teacher on professional leave must make written application for employment for the ensuing year by March 1st of the current year during the teacher's professional leave.

ARTICLE X

GRIEVANCE PROCEDURE

A. Any teacher, group of teachers, or Association, representing the teachers of the Romeo Community School District, believing that there has been a violation involving the interpretation and the application of the contract or written employee policies, shall present such grievance in accordance with the following procedures.

B. The following steps will not prevent any individual employee from presenting a grievance to his employer and having the grievance adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Said request must be filed within the normal appeal period.

D. The Romeo Education Association will inform the Board of Education of the Romeo Community Schools, by the first Monday in October of each school year, the names of the members of the Romeo Education Association grievance committee. One member only of this committee shall represent the Association in grievance matters and the Romeo Education Association secretary shall identify the grievance committee representatives and notify the administrator or administrators concerned. At no time shall the aggrieved party serve as the association grievance committee representative.

E. This grievance procedure is not intended in any way to hinder the teachers from presenting problems to the principal in the normal day -to day operation of the school.

F. The processing of a complaint or grievance shall be terminated in the event that the teacher or teachers filing the original complaint or grievance withdraw their complaint or grievance or leave the employ of the school district.

Step 1: The teacher, group of teachers, or Association, shall discuss the problem, or grievance, informally with the building principal, or principals, affected, within five (5) days of the awareness of the occurrence or circumstances that gave rise to the problem or grievance. The building principal or principals shall have five (5) days from the presentation of the problem, or grievance, to decide.

Step 2: Within five days of the principal's or principals' decision under Step 1, the teacher, group of teachers, or Association, may request, through the building principal or principals affected, an informal conference with the superintendent of schools.

Step 3: In the event the matter is not resolved informally in five (5) days in Step 2, the teacher, or group of teachers from the same building shall present the grievance in writing within three (3) days through the proper Romeo Education Association representative, to the principal of the building. In case of the involvement of a group of teachers not from the same building, or an Association grievance, it shall be presented in the same manner to the superintendent of schools under Step 4.

If the matter is not resolved within ten (10) days after the presentation of the grievance, the teacher or group of teachers from the same building may within ten (10) days of the decision take the following step.

Step 4: The teacher or group of teachers from the same building shall, through the proper REA representative, present the written grievance to the Superintendent of Schools. The Superintendent of Schools would have fifteen days to make a decision. If the matter is not resolved the teacher, group of teachers from the same building, group of teachers not from the same building, and the Association may, within fifteen days from the date of the decision, take the following step.

Step 5: The teacher, group of teachers from the same building, group of teachers not from the same building, or the Association, shall present the written request, through the proper REA representative, to the Board of Education requesting a formal hearing. Such hearing shall not be construed as a public Board meeting, but rather an executive session of the Board. The Association may be represented by three members of the grievance committee at the hearing. The Board of Education would have fifteen days after the hearing to make a decision.

ARTICLE XI

VACANCIES AND PROMOTIONS

1. Whenever a vacancy in any professional position in the district shall occur, the board shall publicize the same by posting in every school building.
2. Any teacher may apply for such vacancy.
3. The board agrees to give due weight to the professional background and attainments of all applicants in filling such vacancy.
4. The board declares its support of a policy of promotions from within its own teaching staff, including promotions to the supervisory and executive levels.
5. The board will fill the vacancy with the best qualified candidate.

ARTICLE XII

SCHOOL CALENDAR

The school calendar marked Appendix III shall be a part of this contract.

The Board will establish the best possible school calendar for the education of the children each year with a minimum of forty (40) weeks in the school year after consultation with the Association.

ARTICLE XIII

CONTRACT LENGTH; REOPENER CLAUSE

1. Not earlier than sixty (60) days prior to the expiration of this agreement the parties will likewise begin negotiations for a new Agreement, except that the Board and Association may mutually agree to begin negotiations at an earlier date.

2. The term of this contract shall be for one (1) year and shall expire on the 30th day of June 1967.

ARTICLE XIV

SPACE FOR REA EQUIPMENT; TEACHER FACILITIES; MEETINGS OF REA; BULLETIN BOARDS; MAIL BOXES; PAYROLL DEDUCTIONS

1. The Romeo Education Association will be allowed space in the school building to store duplicating machines and paper and supplies for use by the association.

2. The Board of Education will attempt to provide adequate facilities for teachers in the school building for the purpose of conference and study.

3. Meetings of the R. E. A. are to be conducted before or after working hours and they may be held in the school buildings as long as there is no interference with the operation of the school.

4. Bulletin boards in the faculty rooms may be used by the R. E. A.

5. The REA will be allowed to use mail boxes of the school district for announcements and the dissemination of professional literature to improve the professional status, subject to the right of review by the Board of Education.

6. The board agrees to deduct from the pay of each employee from whom it receives written authorization to do so the required amount of fees for the payment of local, state and national association dues. The teacher may at any time withdraw his authorization for deduction of dues or fees by written notification.

SECTION NUMBER CONTENT

ARTICLE XV

CLASS SIZE; TEACHER CERTIFICATES

1. The Board of Education will make a continuing effort to reach recommended standards in class size, providing all factors, such as adequate facilities, availability of qualified teachers, and school district growth, will be considered in making this effort.

2. It shall be the responsibility of the teachers covered by this agreement to maintain a proper and valid teachers certificate.

ARTICLE XVI

ASSOCIATION RESPONSIBILITY CLAUSE

The Association agrees to abide by the provisions of Public Act 379 as interpreted by the courts.

ANTON'S
A DIAMOND
WHITE
BONE
MEMBERSHIP
SECTION NUMBER CONTENT

ARTICLE XVI

STRIKES

Under no circumstances will the Association cause, or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, or sanction or interference in the operation of the schools, or any picketing, during the life of this agreement.

The Board shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

ARTICLE XVII

GUARANTEE OF RIGHTS

In addition to the terms of this Contract, and the Policies of the Board of Education, the Association is hereby guaranteed all rights established by State Law governing teacher employment, tenure, fair labor practices, and recognition. The Board of Education maintains its prerogatives as established by Law, including the institution of policies not in conflict with present policies nor the terms of this contract.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written.

ROMEO EDUCATION ASSOCIATION

by: _____
President

BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
MACOMB AND OAKLAND
COUNTIES, MICHIGAN

by: _____
President

by: _____
Secretary

APPENDIX I - SALARY SCHEDULE
1966-1967

<u>Bachelor's Degree</u>		<u>Masters Degree</u>
<u>Salary</u>	<u>Experience</u>	<u>Salary</u>
\$5500	0	\$6000
5700	1	6200
5950	2	6450
6200	3	6700
6450	4	6950
6700	5	7200
6950	6	7450
7250	7	7750
7550	8	8050
7900	9	8400
8250	10	8750
8600	11	9100

NON DEGREE SCHEDULE

<u>3 yr. trained (90-119 hrs.)</u>		<u>2 yr. trained (60-89 hrs.)</u>
4400	0	4300
4600	1	4500
4800	2	4700
5000	3	4900
5200	4	5100
5400	5	5300
5600	6	5500
5800	7	5700
6000	8	5900

Two non-degreed teachers increased \$600.00 each for 1966-67

APPENDIX I - SALARY SCHEDULE, 1966-67 (cont.)

All teachers who advance academically on the salary schedule by the end of the first semester of the current year shall be entitled to an increase in salary, adjusted on a pro-rated basis according to the schedule.

Teachers actively working toward a Master's degree will receive the following remuneration:

<u>After obtaining</u>	<u>Salary Increase</u>	<u>Total Increase</u>
10 sem. hours	0	0
	(for certification)	
15 sem. hours	\$ 50.00	\$ 50.00
20 sem. hours	50.00	100.00
25 sem. hours	50.00	150.00
DEGREE	350.00	500.00

Non-degreed teachers receiving the Bachelor's degree will be placed on the 6th step of the salary schedule, provided they have at least six years of previous experience. Those having less than six years experience will be placed on the appropriate step of the B. A. schedule. Retroactive payments to be excluded.

**APPENDIX II - SUPPLEMENTARY PAY SCHEDULE
1966-1967**

SENIOR HIGH SCHOOL:

Band	\$300.00
Vocal Music	100.00 200.00
Junior Class Sponsor	100.00
Senior Class Sponsor	100.00
Debate	150.00 200.00
Dramatics - Junior Play - Senior Play	100.00
Dramatics - Senior Play Junior-Senior musical	100.00 150.00
Athletic Director	550.00 8 1/2%
Varsity Football Coach	7%
Assistant Varsity Football	5%
Reserve Football Coach	5%
Assistant Reserve Football	3%
Varsity Basketball	7%
Reserve Basketball	5%
Track	4%
Baseball	4%
Golf	2%
Intramural Athletics (Basketball, Bowling, Softball)	100.00
Girls' Athletics (G. A. A., Basketball, Bowling, Softball)	150.00
Student Council	150.00
Yearbook	150.00 200.00

JUNIOR HIGH SCHOOL:

Band	150.00 200.00
9th Grade Basketball Coach	5%
9th Grade Football Coach	5%
Assistant Football Coach	3%
9th Grade Baseball	3%
7th and 8th Grade Intramural Sports (Touch Football, Softball and Baseball)	150.00
9th Grade Track	2%
Girls' Athletics - G. A. A.	150.00
Junior High Yearbook	50.00 100.00

ELEMENTARY SCHOOLS:

Safety Patrol	100.00 150.00
Service Squad	100.00 150.00

A. Payment Schedule:

1. Duties that are assumed for a full year will be paid twice. The first pay, which will be for half, will be in the first check after the end of the first semester. The second check for the remaining half will be paid on the second pay in June.

This also includes Driver Training.

APPENDIX II - SUPPLEMENTARY PAY SCHEDULE 1966-67 (cont.)

2. Those people assigned to Yearbook duties will be paid on the second pay in June.
3. Debate coaches will be paid in the same way as other yearly duties.
4. Those persons who are assigned for plays or like productions will be paid on the same basis as other yearly duties.
5. Coaches:
 - a. Football coaches will be paid the first pay in December.
 - b. Basketball coaches will be paid in full the first pay in April.
 - c. Baseball, track and golf coaches will be paid the second pay in June.
6. Percent payment schedules shall be based on years of experience in that duty on the bachelor salary schedule.

APPENDIX III - SCHOOL CALENDAR
1966-1967

Monday	September 5	Labor Day - no school
Tuesday	September 6	Teacher Conferences
Wednesday	September 7	Registration and first day of school
Thursday and Friday	November 3 and 4	State Teachers Institute (Schools closed)
Wednesday	November 23	Thanksgiving vacation (School closes at noon)
Thursday	November 24	Thanksgiving Day
Monday	November 28	School re-opens
Thursday	December 22	Christmas vacation (School closes at end of day)
Sunday	December 25	Christmas Day
Sunday	January 1	New Years Day
Monday	January 2	Holiday
Tuesday	January 3	School re-opens
Friday	January 27	End of first semester
Monday	January 30	Second semester begins
Wednesday	March 22	Easter vacation (School closes at end of day)
Sunday	March 26	Easter Day
Tuesday	March 28	School re-opens
Monday	May 29	No school
Tuesday	May 30	Memorial Day
Friday	June 16	End of second semester (Last day of school)