

OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

66-67

FILE

Ret. 11

St. Louis

COLLECTIVE
NEGOTIATIONS
AGREEMENT

May 16, 1966

St. Louis Bd. of Ed.

MEA
1216 KENDALE
E. LANS., MI.
48824

This agreement entered into 16th day of May, 1966 by and between the Board of Education of the St. Louis Public Schools, St. Louis, Michigan, hereinafter called the "Board" and the St. Louis Educators' Club, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and Association have a common interest in providing the best possible education for children; and

WHEREAS, the Board and Association believe that the best interests of education will be served by establishing procedures to bargain with teacher representatives on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Association has been recognized by the Board as the exclusive bargaining agent of the teachers for purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employers to enter into collective bargaining agreements with the representatives of their employees; and

WHEREAS, the Board and Association desire to incorporate such agreements and other matters into a formal contract;

THEREFORE, the parties agree as follows:

Article I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, to the extent required by Act 379 of the Public Acts of 1965 for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, for all professional personnel employed or to be employed by the Board, including personnel on tenure, probation and per diem appointments, classroom teachers, substitute teachers, advising and critic teachers, speech therapists, visiting teachers, counselors, but excluding supervisory and executive personnel and office and clerical 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 reference 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 adjusted without the 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 employment a teacher may voluntarily sign and deliver to the Board a statement authorizing the deduction of membership dues for the St. Louis Educators' Club, Gratiot County Chapter of the Michigan Education Association, Michigan Education Association and National Education Association. Also, deductions from pay shall be allowed for Michigan Education Special Services Insurance and the Gratiot County Teachers Federal Credit Union.

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 any other laws and regulations.

- E. The Board retains all rights and powers to manage the schools and to direct teachers except as otherwise expressly provided in the agreement and then only to the extent such agreement is in conformation with the constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- F. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
- G. Any part of the existing written Board policies and administrative regulations which are in conflict with this agreement, shall be deemed invalid, but this shall not effect the remaining parts of the written Board policies and administrative regulations not found to be so in conflict.
- H. The Association will not engage in or encourage strike action of any type during the life of this contract.
- I. A teacher may withdraw his membership from the Association at any time. Also, he may discontinue any deductions he may have authorized in section C of this article.
- J. The Board and the Association recognizes the need for close supervision and guidance of probationary teachers. The Board retains the sole right to reprimand or discharge probationary teachers in accordance with the Michigan Teacher Tenure Law. However, lawful association activities of the probationary teacher shall not be a basis for reprimand or discharge.
- K. The Board retains the sole right to reprimand or discharge teachers from their extra-contractual duties. Extra-contractual duties are those duties which are covered on a separate contract entitled, "Contract for Extra Contractual Duties". This contract is a separate contract from the basic teaching contract.

Article II

TEACHER RIGHTS

- A. The Board agrees that it will not discriminate against any teacher because of his membership in the Association, his participation in the lawful activities of the Association, his participation in collective negotiations with the Board, his institution of a grievance, as defined in this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board recognizes the necessity for peaceful settlement of disputes that may arise over the application or interpretation of this agreement. When a dispute cannot be settled by the grievance procedure both parties recognize the right of each to seek the assistance of the Labor Mediation Board.
- C. The Association shall have the right to use school building facilities after school hours for Association business on the same basis as Board policy permits their use to other community groups.
- D. Organizational activity of any type shall not take place during school hours when pupils are scheduled in the building.

- E. In each school there shall be a bulletin board, in a teacher area whenever possible, for the posting of notices and information pertaining to the official business of the Association such as notices of meetings, social events, announcements of the results of employee organization meetings or elections, and the like, and be signed by the designated Association official. Further, material to be posted shall be submitted to the Superintendent of Schools, or his designated representative, for approval prior to posting.
- F. The use of school mailboxes to the Association shall be restricted to official business of the Association as outlined in the immediately preceding paragraph. Approval of the Superintendent of Schools, or his designated representative, shall be received prior to placing material in school mailboxes of Association members. The Board will allow the delivery between school buildings of Association announcements and notices in the inter-school mail deliveries. After delivery of material to a building it shall be the responsibility of the Association or its designated representative, to see that the material is distributed to Association members.
- G. The present practice of reserving the Mondays of each month for staff meetings with the Superintendent, the Principals, and for the Association shall be continued. At the beginning of the school year the schedule for these meetings will be worked out in cooperation with the Association. Further, one Monday a month the Association will be provided a meeting place from 3:45 p.m. to 6:00 p.m. at no charge to the Association.
- H. The Board shall make readily available to the Association all information which is available to the public. The Board shall cooperate in helping the Association to locate the information, but is under no obligation to incur costs or time of clerks or the administration to prepare any information for the Association.
- I. Any costs incurred by the Board from Association requests for materials, use of buildings, equipment, etc. shall be paid for in full by the Association.

Article III

TEACHING HOURS

- A. The school term shall be nine and one-half months (38 school weeks). The number of days pupils are required to be in membership shall not be less than the minimum number required by the Michigan School Code (presently 180 membership days) and the number of days pupils are required to be in session shall not be less than the minimum number required by the North Central Association of Secondary Schools and Colleges (presently 175 days in session).
- B. The teaching day for all teachers shall begin one-half hour prior to the time pupils are scheduled to be in school and shall end one-half hour after pupils are dismissed for the day or 4:00 p.m. whichever comes first. On Fridays and days before the beginning of a holiday teachers may leave upon the dismissal of pupils for the day.
- C. Teachers are expected to be at their assigned station at all times. Teachers are responsible for the proper supervision of all pupils especially those assigned to them during the day.

- D. A reasonable assignment, after consultation with the teacher, by the Principal of extra curricular, playground corridor or similar activities outside of school hours or a noon or both.
- E. Teachers shall be responsible for exercising those duties prescribed by the laws of the State of Michigan for teachers. It is assumed that every teacher is familiar with his rights and duties under law.
- F. Teachers are expected to make a reasonable effort to report to school, or to stay at school, when school is closed for emergency conditions or other unexpected reasons. Exceptions will be made for those teachers who must drive some distance when road conditions are such that they cannot be traveled safely. Teachers are to use such days in their classrooms to undertake those things for which they do not have time on regular days.

Article IV

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high school shall include five unassigned or conference periods equivalent to five teaching periods. The normal teaching load in the elementary school shall be 30 clock hours of teaching periods. A teaching period is a period in which the teacher is actively involved with the pupils in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.
- B. Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates. As a member of the North Central Association of Secondary Schools the Board shall be guided by their recommendations.
- C. Teachers are subject to transfer and reassignment at the discretion of the Superintendent of Schools. The following factors shall be considered in the transfer of teachers:
 - 1. When transfers are to be made, a conference of all employees concerned shall be held with the Superintendent. The disposition of the case shall be in writing to all parties concerned. The Superintendent's decision shall be final.
 - 2. When teachers are transferred for reasons of changing enrollments, addition or deletion of courses to be offered, consideration shall be given:
 - (a) to qualifications of teachers, and
 - (b) to length of and quality of service these teachers have rendered to the school system.
- D. The unassigned or conference period is part of the school day. This time is to be used by teacher to make preparations, to correct papers, assist pupils, to counsel parents, etc. It is not a time to leave school premises to conduct personal business.

Article V

TEACHING CONDITIONS

- A. The Board as a member of the North Central Association of Secondary Schools shall be guided by their recommendations as to class loads. Class loads in the present wood shop and metal shop shall not exceed, in vocational classes, 25 pupils per class except after consultation with the teacher by the counselor, principal, and superintendent of schools.
- B. A teacher may, if he feels it is to his advantage and that of his pupils, and he is a qualified bus driver, drive a bus on field trips and other school activities. However, a teacher shall not be required to drive a bus as part of his regular assignment.
- C. The Board shall make an effort to provide space in each building for the use of school employees in which smoking will be permitted.
- D. The provisions of this agreement and the wages, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek and extend the advantages of public education to every pupil without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

Article VI

TERMINAL LEAVE

In appreciation of continuing service to the school district, a terminal leave payment of \$250.00 at the end of 25 years service in the school district shall be paid upon retirement. An additional \$20.00 shall be paid for each additional year beyond 25 years of service.

Article VII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted with the full knowledge of the teacher.
- B. Each teacher shall have the right to review with his principal evaluations made of his work performance. The teacher is to make a mutually satisfactory appointment with the Principal for this review. The teacher may request a representative of the Association to be present during such a review.
- C. Evaluation of probationary teachers is to be made in writing to the Superintendent of Schools by the Principal at least once each semester. The teacher is to receive a copy of the evaluation of his status. Evaluation of tenure teachers is to be made in writing to the Superintendent of Schools at least once each year. The tenure teacher is to receive a copy of each evaluation of his status.

Article VIII

DISCIPLINE

- A. The Board shall work and cooperate with the Association in providing a classroom atmosphere which will give support and assistance to the teacher to maintain control and discipline in the classroom.
- B. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property sustained by the teacher while on duty due to pupil negligence or while enforcing or maintaining pupil discipline and order during school hours or at school activities. No payments under this article and section shall be made for claims less than \$5.00 or for claims in excess of \$65.00. Such claims shall be presented to the Superintendent or his designated representative, for review and recommendation of payment to the Board.

Article IX

NEGOTIATION PROCEDURES

- A. This agreement is complete and unalterable for its term and the only proper discussion between the parties shall be those required by the grievance procedure.
- B. At least one hundred and eighty days prior to the expiration of this agreement the parties will begin negotiations on a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

Article X

PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or or misapplication of any provision of this agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board may designate as its representative for such purpose the Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.

- B. The aggrieved party with a problem may first discuss the matter within five school days following the act or condition which caused the grievance, with the Boards designated representative, directly or accompanied by an Association representative if the aggrieved party so desires, with the objective of resolving the matter informally.
- C. In the event the matter is not resolved informally, the problem, stated in writing, may be submitted to the Board's designated representative within five school days following the informal discussion of said grievance. The grievance may be discussed with the Board's designated representative: (1) by the aggrieved teacher or teachers directly or accompanied by an association representative if requested by the aggrieved teacher or teachers (2) through an Association representative if the aggrieved teacher or teacher so request.
- D. Within ten school days after receiving the written grievance the Board's designated representative shall state his decision in writing, together with the supporting reasons, and shall furnish two copies to the aggrieved party. The aggrieved party may furnish the Association one of the two copies.
- E. Within ten school days after receiving the decision of the Board's designated representative the aggrieved party may, directly or through the Association, appeal from the decision above to the Superintendent of Schools if the Board's designated representative had been the Principal or directly to the Board addressed to the Secretary of the Board if the Board's designated representative had been the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the previous decision. If the appeal is filed with the Superintendent he shall within ten school days after receiving the written appeal investigate the grievance, including giving all persons involved in the original grievance a reasonable opportunity to be heard. Within fifteen school days after receiving the written appeal he shall communicate his decision in writing together with the supporting reasons, to the aggrieved party, to the Board's designated representative in the prior hearing, and to the Association if the aggrieved party so wishes.
- F. If the appeal is filed with the Board the Board shall give the aggrieved party an opportunity to be heard at its next regular Board meeting. The Board shall communicate its decision in writing, together with supporting reasons, to the aggrieved party within twenty-five school days after receiving the written appeal.
- G. If the decision of the Board is not satisfactory to the aggrieved party, the Board or its designated representative shall meet with the aggrieved party to consider in good faith any other methods of settlement which might be mutually agreed upon.
- H. If the aggrieved party does not want to meet with the Board or its designated representative it may submit the grievance to the Labor Mediation Board.
- I. For administrative convenience, the Board may cause complaints which may be the subject of grievance under this article first to be presented to a department head, assistant Principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the grievance procedure herein established. The parties shall mutually work out procedures

for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant Principals or other school employee in such procedures be deemed to be a supervisory or executive function.

J. If the aggrieved party fails to appeal within the time limit set in the grievance procedure it shall be deemed as acceptance of the decision, at that level, by the aggrieved party.

K. If the aggrieved party withdraws the grievance or leaves the employment of the Board this shall serve to terminate the processing of the grievance.

Article XI

SALARY SCHEDULE

The salary schedule negotiated by the parties is set forth in Exhibit A attached hereto and shall be in effect for the school year 1966-67. Further, the Board agrees that it shall make an effort for the 1967-68 school year to return to the index system in effect on the 1965-66 salary schedule.

Article XII

GENERAL

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this agreement shall at anytime be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

Article XIII

DURATION

This Agreement shall be effective as of the 1st day of July, 1966 and shall continue in effect until June 30, 1967. Proposals for incorporation in subsequent agreements shall be developed by the parties during the 1966-67 school year as stated in Article IX section B.

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

BOARD OF EDUCATION
ST. LOUIS PUBLIC SCHOOLS
ST. LOUIS, MICHIGAN

1. Dr. C. J. Bender President
Dr. C. J. Bender
2. Dale J. Reichard V. President
Dale J. Reichard
3. Raymond L. Naslund Secretary
Raymond L. Naslund
4. Alfred L. Netzley Treasurer
Alfred L. Netzley
5. William Eskuri Trustee
William Eskuri
6. Arthur Fisher Trustee
Arthur Fisher
7. Charles A. Mead Trustee
Charles Mead

ST. LOUIS EDUCATORS CLUB

1. Doris Kennedy President
Doris Kennedy
2. Jane Beymer V. President
Jane Beymer
3. Marie Simmer Secretary
Marie Simmer
4. James Vyskocil Treasurer
James Vyskocil
5. Richard Brown Chief Negotiator
Richard Brown
6. Norris Bay Negotiation Committee Member
Norris Bay
7. Lois Gratton Negotiation Committee Member
Lois Gratton
8. Albert Long Negotiation Committee Member
Albert Long
9. Bill Mayes Negotiation Committee Member
Bill Mayes

EXHIBIT A

SAINT LOUIS PUBLIC SCHOOLS
SAINT LOUIS, MICHIGAN

1966-67

SUMMARY OF TEACHERS' SALARY SCHEDULE

Consult Policy Handbook for Further Details

<u>Experience</u>	<u>Index</u>	<u>B.S. or B.A.</u>	<u>M.S. or M.A.</u>
0	1.000	\$5300.00	\$5650.00
1	1.035	\$5485.00	\$5835.00
2	1.070	\$5671.00	\$6021.00
3	1.105	\$5856.00	\$6206.00
4	1.140	\$6042.00	\$6392.00
5	1.180	\$6254.00	\$6604.00
6	1.220	\$6466.00	\$6816.00
7	1.260	\$6678.00	\$7028.00
8	1.300	\$6890.00	\$7240.00
9	1.335	\$7075.00	\$7425.00
10	1.370	\$7261.00	\$7611.00
11	1.405	\$7446.00	\$7796.00
12	1.440	\$7632.00	\$7982.00

EXTRA PAY FOR EXTRA WORK

BASED ON TEACHERS POSITION ON BACHELORS DEGREE LEVEL

Debate	2%
Forensic	2%
Newspaper (school)	3%
Plays (each play)	2%
Student Council	2%
Yearbook	3%
Adult Ed. Director	5%
Librarian	\$500
Type A teacher	\$500
Speech Correctionist	\$500.
Summer Band	\$600

Driver Training:

Classroom Teaching	\$4.00/hour
Behind-the-Wheel	\$3.00/hour

SAINT LOUIS PUBLIC SCHOOLS

COACHING SCHEDULE

Football:

Head	9%
All Assistants	5%

Basketball:

Head	9%
Jr. Varsity	5%
Freshmen	3%
8th Grade	3%)
) 5% if combined
7th Grade	3%)

Baseball:

Head	5%
Assistants	3%

Track:

Head	5%
Assistants	3%

Wrestling 5% (When team is started)

Cross Country 3%

Golf 3%

Tennis 3%

1. To be based on Bachelors degree level.