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STATE OF MICHIGAN
BEFORE THE DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

TRENTON PUBLIC SCHOOLS

-and-

Case No. D83-K-2617

WAYNE COUNTY MEA/NEA

Trenton Public Schools

FACT FINDING REPORT

The undersigned has been assigned to the task of finding the facts and making contract recommendations in connection with an existing labor dispute concerning wages, hours, and working conditions for teaching personnel employed by the Trenton Public Schools.

The assignment to this Fact Finder was made pursuant to Section 25 of Act 176 of the Public Acts of 1939, as amended.

The Fact Finder reports the facts in this case under circumstances which are somewhat unusual in some respects. The Employer petitioned for the "fact finding", expressing the view that bargaining was at an impasse. The collective bargaining representative, Wayne County MEA/NEA, resisted the process or at least suggested a serious reluctance to participate, announcing its view that the parties would eventually get together.

This is not the first occasion upon which third-party intervention, in arriving at a contract, has been sought. The contract, which has already expired but under which the parties are currently operating, was the product of fact finding.

The parties have expressed a number of areas of disagreement in a joint memorandum, Exhibit J-1, which is attached to this

report as an appendix. The areas of disagreement are both economic and non-economic.

The parties, while sharing broad areas of disagreement, enjoy a reasonably cordial relationship at this point. Nevertheless, each of the parties displays an equally firm reluctance to make any significant movement toward compromise. Therefore, some discussion of each of the parties' positions might be desirable in order to add perspective to this writer's comments.

The Trenton School District is a K-12 District which is, to all intents and purposes, coextensive with the City of Trenton. The community is a slice of middle America with a substantial industrial base, local commercial facilities, and residential areas which are generally well-maintained middle class single homes. The District has a generally stable population. Voter participation is generally active and the business of the community is broadly discussed.

The recent years have reflected a slight decline in the State Equalized Valuation of the property in the District which is subject to ad valorem taxation. The District receives very little revenue from any source except local taxation and is, therefore, responsive to the expressed desires of the electorate upon whom it depends for approval of the additional millage required for effective operations.

Recently the School Board determined to seek renewal of certain operating millage at a lower level (a 2 Mil reduction in March of 1983). Subsequently, a 12 Mil operating tax was renewed in full in March of 1984. While ranking second among the comparable Districts in total revenue spent per child, the District ranks first in the percentage of its budget dedicated to basic instruction.

Given the comparables agreed upon by the parties, it is noted with considerable interest that the statistics reflect that Trenton ranks above the median in pupil achievement at all levels that are tested and reported at grades 4, 7, and 11.

The achievement test results reflect favorably on both the educational staff and the management of the District. The students have placed well at all three grade levels on a consistent basis.

The Wayne County MEA/NEA is a multiple district employee association which bargains for teachers in the following districts: Allen Park, Cherry Hill, Dearborn Heights No. 7, Huron, Lincoln Park, Redford Union, Romulus, Southgate, Trenton, Westwood, and Wyandotte.

The group of local associations organized in the Wayne

County MEA/NEA have adopted a constitution and by-laws (Exhibit U-1). The constitution and by-laws state as a purpose:

"The purposes of the Wayne County-MEA/NEA shall be:

- A. To negotiate a single master agreement covering its members;
- B. To provide a vehicle for collectively making decisions that affect its membership;
- C. To acquire and maintain the collective bargaining rights in each Wayne County school district;
- D. To provide mutual aid and protection for its members;
- E. To obtain and maintain appropriate dignity and status for its members; and
- F. To secure and maintain economic and occupational security for its members."

It is reasonable for the Fact Finder to determine and he does so determine that a primary purpose for the existence of the labor organization is the negotiation of a single master contract covering the some 11 Districts.

It appears to the Fact Finder that a bargaining convention is vested with broad powers to fix bargaining objectives applicable to contracts with multiple employers:

"ARTICLE X. Negotiations

Section 1. Bargaining Convention

A. Delegates. At a time to be determined by the Board of Governors, each constituent District shall elect delegates to the Bargaining Convention. Said delegates shall be elected by and from the WC - MEA/NEA members residing in each building of a Constituent District. Each building shall be entitled to elect one (1) delegate for every twenty-five (25) members or major fraction thereof assigned to the building. Each building will be entitled to at least one (1) delegate. In addition, each District Director or his/her designee shall be a delegate to the Convention. 'Building' shall be defined as an elementary, junior high, or senior high school staff residing in the same facility. If double sessions are scheduled in a single facility each session staff shall be

considered a building. The total teaching staff which travels to two or more buildings within a school district shall be considered as one building. Exceptions to this definition may be granted by the Board of Governors.

B. Powers and Responsibilities. The Bargaining Convention shall have the power and responsibility to determine bargaining goals and objectives. The implementation of this responsibility may require that convention delegates (1) conduct surveys of their constituents, (2) conduct membership hearings, and (3) perform liaison and supportive functions throughout negotiations."

It further appears that the bargaining committee has the power not only to establish but to enforce acceptable standards of settlement:

"ARTICLE X. Negotiations

Section 2. Bargaining Committee

A. The President shall appoint, subject to Board of Governors approval, a Bargaining Committee.

B. Bargaining Committee Powers and Duties. The duties of the Bargaining Committee shall include:

1. Establishment and enforcement of WC - MEA/NEA and District minimum acceptable standards of settlement.

2. Make decisions relative to the implementation of bargaining pursuant to the bargaining goals and objectives adopted by the Bargaining Convention and subject to the bargaining plan and procedures adopted by the Board of Governors.

3. Make recommendations to the Board of Governors relative to all job actions; and

4. The power to authorize tentative agreements."

"ARTICLE XI. Contract Ratification

Section 1. Conditions

- A. Only a tentative agreement may be ratified. The WC - MEA/NEA Bargaining Committee shall have the exclusive power to authorize tentative agreements for both WC - MEA/NEA master agreements and Constituent District agreements.
- B. No tentative agreement, either District or master agreement, may be ratified unless and until affirmatively recommended by the WC - MEA/NEA Bargaining Committee."

The net effect is to make it possible for teachers employed by the Trenton School District to enjoy only those rights which are negotiated for them by an organization which they cannot manage or control by majority vote of the Trenton teachers. Likewise, they apparently cannot accept terms offered by the Trenton Public Schools, their Employer, not acceptable to a majority of teachers in other Districts.

This Fact Finder is not aware of any provision of law which prohibits or even inhibits a group of employees in a choice to be represented by this unique organization, that is as it should be. Minimal interference in the collective bargaining process is among the most desirable goals.

The problem surfaces, however, when there is no tangible product manufactured and sold, into which the costs of the unique labor relationship can be factored. The problem is even made more complex when the employees' executive has serious reservations concerning the State's right to provide a statutory mechanism for resolving disputes which the parties are unable to resolve and announces an unwillingness to accept a recommendation that does not adopt the positions of the Union.

Before any hearings were set, the Union representative suggested that the Union was not inclined to participate and that if it did, it was unlikely that the Fact Finder's recommendation would be accepted. The hearings concluded with an attack on the fact finding process by the same executive.

Early in the proceedings, the Union's representative, in response to an inquiry from the Fact Finder, announced that annual wage increases were considered to be "given". He further announced that it was ridiculous to expect that any concession by the Board of Education would be a quid pro quo for any adjustment in the existing contract sought by the Board. Against this backdrop of resistance to third-party intervention and the

suggestion that any concessions to the Board's request for adjustments would not be made, hearings were held with regard to the following issues:

I. Non-Economic Issues.

A. Paid Absence. The existing contract between the parties or probably better described as the former contract, as it has now expired, contains provisions in ARTICLE XXV which provide three days of compensated absence for each employee within the bargaining unit for personal business. The former contract contains specific language excusing the employee from being required to divulge the nature of such business. The former contract also provided that personal business days were to be used for business and family obligations which could not be handled outside of the hours of the regular school day. Other safeguards for the position of the parties were incorporated in a series of paragraphs under ARTICLE XXV which were lettered A through I inclusive. The School District proposes a modification in the language to read as follows, this language to appear in Paragraph A of ARTICLE XXV:

"Each regular employee may be granted three (3) days per year for personal business upon the approval of the building principal and director of personnel. The employee shall be compensated for such days and shall be required to divulge the nature of such business."

Management further requests that Paragraph B be modified to read:

"It is agreed that personal business days shall be used for business and family obligations. Personal business days may not be used for recreational activities and extending vacations."

Management further proposes that Paragraph D be amended to read:

"Employees shall arrange the day of absence for personal business at least twenty-four (24) hours in advance."

All of these proposals by management have been rejected by the Union. The Union proposes a new Paragraph to read:

"Unused personal business days shall be allowed to accrue in the employee's sick leave bank."

Management agrees to the Union's request.

Management provides statistical data that tends to show that 43 staff members or 22.3% of the teaching staff has averaged 8.3 personal business days out of a possible maximum of 9 for the last three years. This information is found in Exhibit E-8. Management also argues that substantial information has come back to management from students indicating that individual teachers have stated, in the presence of their students, that personal business days have been used for hunting, fishing, and other recreational purposes.

The Union's response is that the number of these absences is really not significant and if management really believes that individual teachers have abused the process, sufficient disciplinary powers are available to management to handle the problem.

This Fact Finder believes that the language should be drafted with such precision as to not be the source of difficulty in defining whether discipline was for a just cause at the final level of adjudication within the grievance process. Therefore, the Fact Finder recommends that ARTICLE XXV, Paragraph A, shall read as follows:

"Each regular employee shall be granted three (3) days per year for personal business upon the approval of the building principal and director of personnel. Whenever possible, such prior approval shall be obtained. The employee shall be compensated for said days and shall be required to divulge the nature of such business in general terms, but without being obligated to set forth specific details of the nature of the business."

Further, the Fact Finder recommends that ARTICLE XXV, Paragraph B, shall read as follows:

"It is agreed that personal business days shall be used for business and family obligations. Personal business days may not be used for recreational activities or to extend vacations."

Still further, the Fact Finder recommends that ARTICLE XXV, Paragraph D, shall read as follows:

"Employees shall arrange the day of absence for personal business at least twenty-four (24) hours in advance whenever possible."

Lastly, the Fact Finder recommends that a Paragraph J be added to ARTICLE XXV, to read as follows:

"Unused personal business days shall be allowed to accrue in the employee's sick leave bank."

This Fact Finder is convinced that the Board of Education of the Trenton School District did not make the proposal with any intention or desire to modify that which had previously been agreed upon, i.e., making three days per year available to employees who had important personal business that could not be discharged except by infringing upon the work year. It did, however, recognize that in a significant number of situations it not only was paying teachers for legitimate use of the days, but was also paying teachers to extend vacations and for recreational use, although that right had been contracted away, and paying the substitutes as well.

The requirement of advance notice as a condition of the use of the day, whenever possible, is not unreasonable to afford the Board the opportunity to provide a substitute teacher or teachers as required, hopefully, with adequate credentials to teach at the level demanded by the class which is to be without its regular teacher. The proposed new language does not limit the total number of days, but does add clarity in describing a reasonable standard relating to use of the days.

It may very well be that some teachers who have violated the contract in the past by an inappropriate use of the personal leave days will feel offended by the change, but this Fact Finder believes that it will be clearer to the majority of teachers in the District that not only have they suffered no impingement of their contractually negotiated rights but, in fact, have enhanced their own positions by making available additional sick days in the event that some unforeseen medical disaster renders a teacher disabled for an extended period of time.

B. The Union proposes a new ARTICLE which would contain the following language:

"ARTICLE XXXII. Annexation, Consolidation or
Other Reorganization of the
District.

The impact of an annexation, consolidation or
other reorganization shall be negotiated with
the Union prior to said implementation."

The Employer has rejected this proposal. The Fact Finder recommends that the proposed language not be incorporated in the collective bargaining agreement. The Fact Finder has examined

Public Act 154 of 1984, an Act amending the school code in matters relating to annexation and transfer. It is the Fact Finder's view that in light of the provisions of Section 948, the interests of the represented employees are sufficiently and adequately protected by statutory provisions. Section 948 provides that where there is a collective bargaining agreement, it remains in full force and effect as to cover an employee even after the transfer of assets and control, refers to provisions of law for certification of a new collective bargaining representative for these employees and maintains existing contractual rights until such certification, in fact, until the successor agreement has been ratified. These provisions cannot be waived or modified unilaterally, but must be the subject of agreement between the parties at least 60 days prior to the annexation/transfer election.

This Fact Finder concludes that in light of the fact that the State Legislature has spoken with regard to the obligations of the parties in a collective bargaining situation where there is an annexation or other modification of the technical structure of a school district or school districts, the Legislative language becomes and is an integral part of the collective bargaining agreement and, therefore, the proposed language would be mere surplusage and would serve no useful purpose; therefore, it is not recommended.

II. Economic Issues

The former contract, that is, the contract under which the parties are presently operating, contains ARTICLE XXII, Sick Leave, which has Paragraphs A through O. The status of negotiations at the time the fact finding commenced, as found in Exhibit J-1, indicates agreement on Paragraphs A and B.

As to Paragraph C, the Union is suggesting the following language:

"Upon reaching tenure status, a tenure employee is granted a total of twenty (20) sick days per school year. The tenure employee will be allowed to build a sick leave bank of two hundred fifty (250) days for the 1982-83 school year, two hundred seventy (270) days for the 1983-84 school year, and two hundred ninety (290) days for the 1984-85 school year."

The Employer has rejected the Union proposal and placed a cap on the sick leave bank with the following language:

"Upon reaching tenure status, a tenure employee is granted a total of seven (7) sick

days per school year. The tenure employee will be allowed to build a sick leave bank of two hundred thirty (230) days.

With reference to Paragraph D, the Union proposes deletion of the former contract language and replacement with the following:

"A sick leave bank is hereby established consisting of three (3) days per local association member contributed by the employer. On the last day of each school year, the employer shall contribute sufficient days per local association member.

1. Eligibility for Consideration.

- (a) The employee's accumulated sick leave must be exhausted; and
- (b) A physician's verification of incapacity must be submitted to the sick leave bank committee.

2. Administration of Bank. A sick leave bank committee composed of one (1) administrator chosen by the superintendent and two (2) local association members chosen by the local association district director, shall decide the number of days that may be allotted the applicant."

The Employer has rejected this Union proposal and wishes to maintain the former contract language of Paragraph D.

The language of the former contract under which the parties are still operating, provides for certain certifications of illnesses after periods of five consecutive days, eight consecutive weeks, and every four weeks thereafter. The Union desires to remain with the former language. The Employer proposes the insertion of a new Paragraph E and the relettering of the existing Paragraph E to become Paragraph F. The new Paragraph proposed by the Employer reads as follows:

"After seven (7) non-consecutive days of absence or any series of short term absences equal to seven (7) days due to illness, the employee shall be paid at 80% of his or her daily rate for each day of absence thereafter due to illness."

The Union does not agree.

With regard to existing Paragraph E, or possibly former Paragraph E still governing the conduct of the parties, the Employer requests that Paragraph E become Paragraph F and the language be changed to read as follows:

"After two (2) or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight (8) consecutive weeks and every four (4) weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section."

Tentative agreement has been reached by the parties on language which was formerly Paragraphs F, G, H, and I.

As to Paragraph J, under the former contract, the Union pressed that it be deleted because of new proposals that it has made in the sick leave area and relating to early retirement incentives.

The parties have agreed that former Paragraphs K, L, M, N, and O are agreed upon.

The Employer requests a change by adding the following Paragraph Q after new Paragraph P which would read as follows:

"When, and if, a challenge is made to the medical certificate regarding employee illness, the employer reserves the right to send the employee to the University of Michigan Medical Center for a complete physical examination at the school district expense."

This Fact Finder has thoroughly reviewed the parties proposals with regard to ARTICLE XXII and finds as follows:

1. The parties have a long history of allowing 20 days sick leave per school year to tenured employees. Although this constitutes a sick leave liability of more than 10% of the total instructional days, there is no evidence before the Fact Finder that would indicate that it is unduly burdensome to permit the allowance or the accumulation of 20 days per year to a maximum of 230 days. No convincing argument has been made by the School Board that would lead this Fact Finder to believe

that a reduction to 7 days is mandated by the comparables within the same geographic and social area.

At the same time, the Fact Finder takes pains to direct attention to the potential for damage to the budgetary process in Trenton by the two-fold proposal of the Union that the accumulation be permitted to a level ultimately of 290 days or approximately 1.5 contract years and that the School District pay for that time as a so-called retirement incentive under proposed amendments to ARTICLE XII of the contract.

To permit or encourage fulfillment of the Union demand in this area would, in the opinion of this Fact Finder, create a substantial unfunded liability on the books of the Trenton School District for days not worked and not to be worked. It is the view of the Fact Finder that no convincing argument has been made to increase that liability or to create a new liability which would probably have to be funded at some point in time through additional taxation and/or reduction in existing programs.

There is no evidence to indicate that Trenton is likely to be the beneficiary of any significant increases in State Equalized Valuation under the present constitutional formula, nor is there any evidence which would indicate or tend to indicate that it is likely that the voters in Trenton will vote to tax themselves for additional sums to fund this accumulated liability for days not worked, absent some tremendous economic improvement which totally pervades the local community.

The Fact Finder does believe, however, that the community is prepared to accept and maintain existing language with regard to both the quantity of sick leave to be granted and the appropriate amount of accumulation which is in excess of one full school year, certainly a considerable amount by any rational standard.

2. The Union has proposed a sick leave bank be created consisting of three days per local association member contributed by the Employer. On the last day of each school year, the Employer shall contribute sufficient days per local association member.

Once again, we are faced with a situation where the Employer is asked to undertake the creation of a contingent liability, in this case to the total extent during the first year of \$118,510.00 according to the uncontested economic projection provided by the Board of Education, Exhibit E-13. Under the proposal, this new

bank of sick days, in addition to the teachers individual accumulations, would be administered by a committee, the majority of whom would be selected by the collective bargaining representative.

If the Union sees a real need for this type of bank to handle matters of extended illnesses beyond 230 days permitted accumulation, in light of Exhibit U-1 which indicated long-term illnesses totaling 354 days for the whole teaching body in 1982-83, and only 96 days in 1983-84, this Fact Finder would recommend contract language which would permit the membership of the collective bargaining unit to charge each individual teacher's allocation of sick days with up to three days annually for use in emergencies by teachers who have expended 100% of their sick leave.

This Fact Finder would recommend language that would permit additional allocations of not less than one day per teacher nor more than three days per teacher per year out of the allocated 20 sick days for use in the emergency bank so long as the sick bank were solely administered by a committee elected from the membership of the collective bargaining representative employed by the Trenton School District.

With regard to the conditions suggested by the Union for consideration, the Fact Finder deems them to be reasonable and would recommend them.

3. The Fact Finder has reviewed ARTICLE XXII, Paragraph E, of the existing contract and finds that no facts have been presented to him which would warrant any modification of the existing Paragraph E, nor reduction of the sick benefit from 100% of pay to 80% and, therefore, the Fact Finder recommends that the contract language contained in ARTICLE XXII, Paragraph E, remain intact.

As to the proposed new Paragraph F, no compelling reasons have been presented nor any facts presented justifying reduction from five to two days of illness before a medical certificate is required and, therefore, no change is recommended.

With regard to the deletion of former Paragraph J, no compelling reasons have been furnished for the deletion and in light of the fact that for reasons stated hereafter, the Fact Finder is recommending against adoption of the Union's proposals in ARTICLE XII, no change should be made in existing Paragraph J.

With regard to the Employer's suggestion of a new Paragraph Q and the Employer's suggestion as to a modification of the original proposal of a new Paragraph Q, the Fact Finder has very carefully considered management's proposals in this regard and the so-called economic justification for these proposals that in view of the fact that management is paying for the days not worked, management should have some right to verify that the reasons for the use of the sick days have some legitimate connection with a physical or emotional disability incapacitating a teacher.

The Fact Finder further is of the opinion that an employer willing to pay the expenses of verification should be permitted to do so on a reasonable basis so long as the use of the verification process does not become one of harrassment and the diagnostic processes are reasonably employed for the benefit not only of the School Board but the teacher. Accordingly, the Fact Finder recommends a new Paragraph Q which shall read as follows:

"When and if a challenge is made to the medical certificate regarding employee illness, the employer reserves the right to send the employee to one of the following medical services for examination at the expense of the School District:

- A. University of Michigan Medical Center
- B. Henry Ford Hospital Medical Center

The employee may select any physician on the staff of the medical center to which he is directed, in a specialty or discipline under which the employee's illness or disability is certified. The employee's attending physician shall be the sole recipient of any report generated which contains information as to history, symptoms, test result, or opinions as to therapy or, at the option of the employee, that information may be mailed directly to the employee.

The employing district is to be the recipient of a statement verifying that the employee's absence is due to illness or was due to illness and the certificate shall be signed by an examining physician at the medical center.

It is understood and agreed that if the examining physician is unable to determine with any degree of medical certainty whether a past disability was due to a medical condition, such inability shall not be the basis for denying use of appropriate sick leave compensation."

4. ARTICLE XII, Retirement. The parties have reached a tentative agreement on ARTICLE XII, Paragraphs A and B. The Union has proposed the addition of new Paragraph C as follows:

"A teacher who is eligible for retirement benefits under the Michigan Public School Employees Retirement Fund and who retires from the Trenton School District shall receive from said District the following benefits until said person is sixty-five (65) years of age:

1. Any eligible retiree shall be entitled to the insurance protection provided through this agreement (health, dental, vision, and life).*
2. An eligible retiree shall be reimbursed for the accumulated days in the sick bank of said individual provided that a retiree of fifty-five (55) years of age shall be reimbursed for 100% of the accumulated days; a fifty-six (56) year old retiree shall be compensated for 90% of the days; fifty-seven (57) years - 80%; fifty-eight (58) years - 70%, etc. Compensation shall be at the individual's daily rate effective at the date of retirement.

* Participation in this program shall not deny a participant the retiree's life insurance benefit provided elsewhere in this agreement."

The Fact Finder has examined with some concern and a good deal of trepidation the Union's proposals with regard to modification of the retirement provisions of the existing contract. The net affect of the proposal is to require the School Board to provide a package of benefits, the cost of which is subject to no controls

from the earliest date of retirement, possible under the Michigan Public School Employees Retirement Act, until the 65th birthday of an employee and, in addition, require the School Board to pay out of current revenues for sick days which had been accumulated largely under circumstances where there has been bargained into the contract a non-redemption clause.

The projected cost of these changes, insofar as direct payment for the days involved, were the provisions to be invoked and exclusive of the cost of insurance would be upwards of \$600,000.00 or approximately 4% of the 1981-82 revenues of the School Board. If one were to add to this the insurance costs of some \$278,550.00 based upon current cost of insurance as adjusted in Exhibit E-15, the total cost to the program would be some \$848,000.00 or approximately 5.5% of 1982 revenues. Once again, these would be costs engendered for days not worked, instruction not performed, and as to a substantial number of days, days that were bargained for as disaster-type relief and accumulated under circumstances where there was not contemplation of them ever being purchased by the School Board.

The Fact Finder recommends no changes in ARTICLE XII except those changes which are consensually arrived at by the parties within the structure of the existing negotiations.

5. The area of professional compensation for teachers is an area about which this Fact Finder feels constrained to write, somewhat more extensively than he would have in other times and under other circumstances.

It is noted previously in this Report, the Fact Finder is well aware that in the recent past, in spite of reduction in State Equalized Valuation per student, the School Board has been able to reduce the assessed millage and accumulate additional fund equity to be reserved for use between tax collections and to cover periods when State aid, to the limited extent its available, does not arrive on time. All of us are well aware that in recent years, the State has found it necessary, from time to time, to defer obligated payments to school districts and has done so because of the State's own revenue deficiencies.

In our society that considers it proper and appropriate to pay major league ballplayers average salaries in excess of \$100,000.00 per annum, hockey players average salaries in the vicinity of \$100,000.00 per annum, and to grant football players \$1 million a year salaries, it

seems that no comment should be required on the proposition that teachers of our youngsters should be paid with wages that are commensurate with their degree status, experience, and training.

Information available through normal public sources indicate that in spite of the recession, average per capita income in western Wayne County has not diminished over the past five years but, in fact, has increased even though the increase is ever so slight.

Statistics provided by the parties indicate that there is no present major unemployment problem in Trenton and that as a whole, the community neither desires to raise an issue of an inability to pay nor does it contend that it is unable to pay a salary increase. Exhibit E-20 would tend to reflect that pertinent items within the cost of living structure, that is that market basket of goods and services purchased or to be purchased by the "all urban consumer Detroit" increased 2.9% for the fiscal period ending June 1982, 2.5% for the fiscal period ending June 1983, and 2.8% for the fiscal period ending June 1984.

The contract at issue here is a contract which will expire June 30, 1985, and will cover the fiscal years ending 1983, 1984, and 1985. Empirical data presently available and estimates based upon data currently available would indicate or tend to indicate that inflation rates, in the area of 3-4%, are not an unrealistic prospect for the fiscal year ending 1985. Accordingly, given the information available, some improvement can be anticipated over and above the affects of inflation by the recommendation as to base wages, which follows hereafter.

For fiscal 1982-83, the Fact Finder recommends a salary increase of 4% of the base, for BA Bachelors for years 1 through 10; for MA a 4% increase of the base for years 1 through 10; and Ed.S./2nd MA a 4% increase of the base for years 1 through 10.

On the extra pay schedule (flat annual fee or payment), the Fact Finder recommends a 4% increase for the fiscal year ending 1982.

With reference to salary credits beyond the AB Degree, an increase of \$6.00 per hour to a maximum of \$720.00; for a

salary credit beyond the MA Degree, an increase of \$8.00 per hour to a maximum of \$870.00. That in all respects, provisions for salary credits beyond the AB Degree, remain as they are in the existing contract.

For the 1983-84 school year, the Fact Finder recommends a 5% increase at each step of the salary scale.

For the 1984-85 school year, a 4% increase with no change in the compensation for salary credits beyond the AB and MA Degrees as previously provided, i.e., they will remain at the levels provided for the period ending in 1983.

The Fact Finder finds no economic or social justification for a COLA clause in the arguments or evidence presented by the parties and, therefore, recommends that there be no cost of living adjustment.

The Fact Finder does find considerable justification for increasing the rate of compensation on the extra pay schedule (hourly) and adopts the Union's request for an increase to \$13.00 per hour for the 1982-83 school year, \$14.00 per hour for the 1983-84 school year, and \$15.00 per hour for the 1984-85 school year. This is justified in terms of the role that the professional employee fulfills when the situation is modified to that work which is ordinarily and customarily performed by hourly rated, semi-skilled individuals.

With reference to the Employer requested additional paragraph with regard to snow days and their like, this Fact Finder is not unmindful that a number of school boards have been pushing for legislation of the kind that the additional paragraph describes. I am not saying that Trenton has, but I am saying that a number of school boards have. This would tend to shift the economic burden of the enlarged school year from the employer to the employee; it is not appropriate, based upon the economic information currently available to me, that I recommend this shift of burden. There is no evidence to support the justice of such a provision that has been provided to this Fact Finder.

Respectfully submitted,


WALTER S. NUSSBAUM

WSN/vam

J-1

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER OF FACT-FINDING between:

BOARD OF EDUCATION OF THE
TRENTON PUBLIC SCHOOLS

-and-

Case No. D 83 K-2617

WAYNE COUNTY MEA/NEA

WALTER S. NUSSBAUM, Fact Finder

CONCISE STATEMENT OF ISSUES INVOLVED

Ian M. MacDonald, Trenton Public Schools Attorney
George R. Trudell, WC-MEA/NEA, UniServ Director

The Trenton Board of Education and the WC-MEA/NEA submit the following concise statement of the issues involved in connection with fact-finding between the respective parties:

- I. NON-ECONOMIC ISSUES:
 - A. Paid Absence for Personal and School Business - Article XXV
 - B. Annexation - Article XXXII
- II. ECONOMIC ISSUES:
 - A. Sick Leave - Article XXII
 - B. Retirement - Article XII
 - C. Professional Compensation - Article XXVIII

PART I

NON-ECONOMIC ISSUES

The former contract contained a Paid Absence Article to which the parties have been negotiating certain modifications and of which certain paragraphs have been tentatively approved.

- A. ARTICLE XXV - Paid Absence - Former Contract
 - A. Each regular employee shall be provided three (3) days per year for personal business. The employee shall be compensated for said days and shall not be required to divulge the nature of such business.
 - B. It is agreed that personal business days shall be used for business and family obligations. It is agreed that a conscientious effort will be made on the part of the employee to attempt to handle such obligations outside the hours of the regular school day.

- C. It is agreed that absences for personal business shall not be deducted from sick leave days.
- D. Employees shall arrange the day of absence with the building principal on personal business absences which can be planned ahead.
- E. Certified personnel, in the case of death in the immediate family, (parent, grandparent, spouse, sister, brother, child, mother-in-law, or father-in-law) will qualify for pay up to five (5) days of absence; and in the case of death of a close associate or relative other than a member of the immediate family, will qualify for pay up to one (1) full day of absence.
- F. An employee shall qualify for a paid school business day(s) if serving as a witness in any court case involving the employee's employment except in those cases involving labor disputes and contract negotiations between the Board of Education and the employee or the Association.
- G. An employee will qualify for a paid school business absence for visitation at other schools or for attending educational conferences approved by the Superintendent of Schools and/or the Building Principal.
- H. The day immediately prior to a regularly scheduled school holiday and the day immediately following a regularly scheduled school holiday may not be used for personal business leave, unless the employee shows the necessity for such leave on either of these days and receives approval from the Office of the Superintendent or Director of Personnel.
- I. If an employee is required to serve on a jury panel, the employee shall first be required to file for a postponement to the months of July or August. If said employee submits evidence to the Office of the Superintendent that postponement is denied, then said employee shall be compensated for the difference between regular salary and pay received for the performance of said obligation. Any monies paid by the Federal, State or County governments for meals and travel expenses incurred by the employee in performance of said obligation are to be retained by the employee.

A. ARTICLE XXV - Paid Absence - Current Negotiations

- A. The Union proposes no change in former contract language.

The Employer proposes modification of the language of Paragraph A to read:

Each Regular Employee may be granted three (3) days per year for personal business upon approval of the Building Principal and Director of Personnel. The Employee shall be compensated for said days and shall be required to divulge the nature of such business.

- B. The Union proposes no change in former contract language.

The Employer proposes modification of the language of Paragraph B to read:

It is agreed that personal business days shall be used for business and family obligations. Personal Business days may not be used for recreational activities and extending vacations.

- C. Tentative Agreement.

- D. The Union proposes no change in former contract language.

The Employer proposes modification of the language of Paragraph D to read:

Employees shall arrange the day of absence for personal business at least twenty-four (24) hours in advance.

- E. Tentative Agreement.

- F. Tentative Agreement.

- G. Tentative Agreement.

- H. Tentative Agreement.

- I. Tentative Agreement.

- J. The Union proposes a new paragraph to read:

Unused personal business days shall be allowed to accrue in the employee sick leave bank.

The Employer agrees to the language of the new paragraph.

B. ARTICLE XXXII - Annexation, Consolidation or Other
Reorganization of the District

The Union proposes a new article which would contain the
the following language:

The impact of an annexation, consolidation or
other reorganization shall be negotiated with
the Union prior to said implementation.

The Employer rejects this proposal.

PART II

ECONOMIC ISSUES

The former contract contained a Sick Leave
Article to which the parties have been
negotiating certain modifications and
of which certain paragraphs have been
tentatively approved.

A. ARTICLE XXII - Sick Leave - Former Contract

- A. Sick leave is defined as a time of employee absence because
of personal illness or disability during which time the
employee is granted income protection by the Board of
Education.
- B. Upon employment and after starting work in the system,
a probationary employee is granted a total of ten (10)
sick days per school year. Unused sick leave will be
allowed to accumulate.
- C. Upon reaching tenure status, a tenure employee is granted
a total of twenty (20) sick days per school year. The
tenure employee will be allowed to build a sick leave bank
of one hundred ninety (190) days for the 1979-80 school
year, two hundred ten (210) days for the 1980-81 school
year and two hundred thirty (230) days for the 1981-82
school year.
- D. The maximum number of sick leave days with income protection
granted an employee shall be determined by the accumulated
number of days that the employee has in his/her sick leave
bank but shall not exceed twenty (20) days for a probation-
ary employee or two hundred thirty (230) days for a tenure
employee.

- E. After five or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.
- F. Routine physicians' appointments by employees, as opposed to emergency physicians' care, do not qualify for sick leave.
- G. Hospital outpatient appointments of employees, which cannot be scheduled during off working hours, shall qualify for sick leave. It shall be the responsibility of the employee to schedule outpatient appointments outside of working hours unless extreme emergencies dictate otherwise.
- H. Income protection granted because of illness will cease upon the commencement of child care leave or leave of absence.
- I. Income protection shall be granted for the temporary disabling period of time caused by illness due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth. The temporary disabling period of time shall include childbearing time and the normal recoverable time thereafter, but shall not include the child care period of time for which an employee is entitled to apply for child care leave.
- J. Employees are not entitled to pay for accumulated sick leave days upon retirement, or when leaving the employment of the Trenton Public Schools for any reason.
- K. An employee is granted income protection under the provisions of the sick leave policy if he/she is in quarantine.
- L. Part-time probationary and regular employees shall receive income protection because of personal illness on a pro rata basis.
- M. An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. The employee shall be given a copy of the audit of absences.

- N. Sick leave income protection will be forfeited if the employee absence results from deliberate self-inflicted injury.
 - O. Any disability of an employee that qualifies for indemnity under the Workmen's Compensation Act shall be compensated with the combined funds of Workmen's Compensation and Sick Leave not to exceed the regular daily rate. The compensation from the employer shall not exceed the number of the employee's accumulated sick days.
- A. Article XXII - Sick Leave - Current negotiations
- A. Tentative Agreement.
 - B. Tentative Agreement.
 - C. The Union proposes amending this paragraph to read as follows:

Upon reaching tenure status, a tenure employee is granted a total of twenty (20) sick days per school year. The tenure employee will be allowed to build a sick leave bank of two hundred fifty (250) days for the 1982-83 school year, two hundred seventy (270) days for the 1983-84 school year, and two hundred ninety (290) days for the 1984-85 school year.

The Employer has rejected the Union proposal and placed a cap on the sick leave bank with the following language:

Upon reaching tenure status, a tenure employee is granted a total of seven (7) sick days per school year. The tenure employee will be allowed to build a sick leave bank of two hundred thirty (230) days.
 - D. The Union proposes deletion of the former contract language and replacement with the following:

A sick leave bank is hereby established consisting of three (3) days per local association member contributed by the employer. On the last day of each school year, the employer shall contribute sufficient days per local association member.

1. Eligibility for Consideration

- a. The Employee's accumulated sick leave must be exhausted.
- b. A physician's verification of incapacity must be submitted to the sick leave bank committee.

2. Administration of Bank

A sick leave bank committee composed of one administrator chosen by the superintendent and two (2) local association members chosen by the local association district director shall decide the number of days that may be allotted the applicant.

The Employer has rejected the Union proposal and wishes to maintain the former contract language of Paragraph D.

Article XXII, Paragraph E - Former Contract

- E. After five or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.

The Union desires to remain with the former contract language.

The Employer proposes the insertion of a new Paragraph E and the re-lettering of the existing Paragraph E to become Paragraph F.

The new Paragraph E proposed by the Employer reads as follows:

- E. After seven (7) nonconsecutive days of absence or any series of short term absences equal to seven (7) days due to illness, the employee shall be paid at 80% of his/her daily rate for each day of absence thereafter due to illness.

The Union objects to this Paragraph and would delete it.

F. Paragraph F which was formerly Paragraph E reads as follows:

E. After five or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.

The Union desires to maintain said paragraph.

The Employer proposes amending the first sentence of said paragraph by revision of the language to read as follows:

(F) After two or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.

G. G - Formerly Paragraph F - Tentative Agreement.

H. H - Formerly Paragraph G - Tentative Agreement.

I. I - Formerly Paragraph H - Tentative Agreement.

J. J - Formerly Paragraph I - Tentative Agreement.

K. K - Formerly Paragraph J, reads as follows:

J. Employees are not entitled to pay for accumulated sick leave days upon retirement, or when leaving the employment of the Trenton Public Schools for any reason.

The Union proposes to delete this Paragraph as it is no longer applicable under the provisions of the Union's proposed language in Article XII relative to Early Retirement Incentive Program.

The Employer objects to the Union proposal and would remain with the language of Paragraph K, formerly Paragraph J.

- L. L - Formerly Paragraph K - Tentative Agreement.
- M. M - Formerly Paragraph L - Tentative Agreement.
- N. N - Formerly Paragraph M - Tentative Agreement.
- O. O - Formerly Paragraph N - Tentative Agreement.
- P. P - Formerly Paragraph O - Tentative Agreement.
- Q. Paragraph Q is a new Paragraph proposed by the Employer which would read as follows:

Q. When, and if, a challenge is made to the medical certificate regarding employee illness, the employer reserves the right to send the employee to the University of Michigan Medical Center for a complete physical examination at the school district expense.

The Union rejects this proposal.

B. ARTICLE XII - Retirement - Former Contract

- A. The employees of the school district shall be required to retire from the Trenton Public Schools by the 30th day of June immediately following their 70th birthday.
- B. The Local Association may request the Employer to establish a reasonable policy for temporarily continuing, on criteria equally applied to all employees, aforesaid retiring employee's contract on a year-to-year basis for the benefit of the school system. Any policy so established by the Employer shall not be subject to the grievance provisions of this Agreement.

B. ARTICLE XII - Retirement - Current Negotiations

- A. Tentative Agreement.
- B. Tentative Agreement.
- C. The Union proposes the addition of a new paragraph to read:
 - C. A Teacher who is eligible for retirement benefits under the Michigan Public School Employees Retirement Fund and who retires from the Trenton School District shall receive from said district the following benefits until said person is sixty-five (65) years of age:

1. Any eligible retiree shall be entitled to the insurance protection provided through this agreement (Health, Dental, Vision, and Life).*
2. An eligible retiree shall be reimbursed for the accumulated days in the sick bank of said individual provided that a retiree of fifty-five (55) years of age shall be reimbursed for 100% of the accumulated days; a fifty-six (56) year old retiree shall be compensated for 90% of the days; 57 years - 80%; 58 years - 70%; etc. Compensation shall be at the individual's daily rate effective at the date of retirement.

*Participation in this program shall not deny a participant the retiree's life insurance benefit provided elsewhere in this agreement.

The Employer rejects the proposal of the new paragraph.

C. ARTICLE XXVIII - Professional Compensation - Former Contract

I. Salary Schedule

- A. The salary schedule herein presented shall be effective for the 1979-80, 1980-81, and 1981-82 school years.
- B. A maximum of seven years previous teaching experience may be granted a new employee when placed on the salary schedule. Such teaching experience shall only be recognized from schools of accredited standing.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The employer shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- D. The Board agrees that in appreciation for service to the School District, payment amounting to fifteen (15) days' pay based upon the last year's salary, will be paid upon voluntary termination of service or retirement to teachers who have been employed in the School District a minimum of twenty (20) years.
- E. The salary schedule is based upon a one hundred ninety-nine (199) day schedule. Holiday pay will not be granted to personnel not working the scheduled work day prior or after a holiday except for approved absence due to illness or for personal business days approved by the Office of the Superintendent.

II. Salary Credit Beyond the AB Degree

- A. Eighteen dollars will be added to the Employee's contract for each semester hour of graduate work beyond the requirements for an AB degree.
- B. The maximum allowable salary credit for graduate work beyond the AB degree shall be \$540.00.
- C. It is the intent of the Employer to maintain a limit on the maximum allowable salary credit for graduate work beyond the AB degree, a limit which will not necessarily correspond to the differential in the salary schedule between the AB and MA degrees, as a means of recognition of the value of the degree above the mere accumulation of graduate credit hours.
- D. All employees entering the system with graduate credit beyond the AB degree will receive eighteen dollars for each semester hour of graduate work.
- E. Salary adjustments for credit beyond the AB degree will be made only once annually prior to September 30 upon written certification of successful completion of the graduate work.

III. Salary Credit Beyond the MA Degree

- A. Twenty-one dollars will be added to the Employee's contract for each semester hour of graduate work beyond the requirements for a MA degree.
- B. The maximum allowable salary credit for graduate work beyond the MA degree shall be \$630.00.
- C. All employees entering the system with graduate credit beyond the MA degree will receive twenty-one dollars for each semester hour of graduate work.
- D. Salary adjustments for credit beyond the MA degree will be made only once annually prior to September 30 upon written certification of successful completion of the graduate work.

IV. Teachers' Salary Schedule: 1979-80, 1980-81 and 1981-82

Years of Experience	A.		<u>B.A.</u>			
	<u>1979-80</u>		<u>1980-81</u>		<u>1981-82</u>	
	<u>Salary</u>	<u>Index</u>	<u>Salary</u>	<u>Index</u>	<u>Salary</u>	<u>Index</u>
0	\$13,073	1.0000	\$14,250	1.0000	\$15,533	1.0000
1	13,589	1.0395	14,812	1.0394	16,146	1.0394
2	14,207	1.0867	15,486	1.0867	16,879	1.0867
3	15,099	1.1550	16,458	1.1550	17,939	1.1550
4	15,818	1.2100	17,242	1.2100	18,793	1.2100
5	16,781	1.2836	18,291	1.2836	19,937	1.2835
6	17,672	1.3518	19,263	1.3518	20,996	1.3517
7	18,496	1.4148	20,161	1.4147	21,975	1.4147
8	19,629	1.5015	21,395	1.5014	23,321	1.5014
9	20,932	1.6012	22,816	1.6011	24,870	1.6011
10	22,923	1.7535	24,986	1.7534	27,234	1.7533
			<u>M.A.</u>			
0	13,828	1.0577	15,072	1.0577	16,429	1.0576
1	15,070	1.1528	16,427	1.1528	17,905	1.1527
2	16,347	1.2504	17,818	1.2504	19,422	1.2507
3	17,630	1.3486	19,216	1.3485	20,946	1.3485
4	18,913	1.4467	20,615	1.4467	22,470	1.4466
5	20,190	1.5444	22,007	1.5444	23,988	1.5443
6	21,474	1.6426	23,407	1.6426	25,513	1.6425
7	22,757	1.7408	24,805	1.7407	27,038	1.7407
8	24,040	1.8389	26,204	1.8389	28,562	1.8388
9	25,317	1.9366	27,596	1.9366	30,080	1.9365
10	26,588	2.0338	28,981	2.0338	31,590	2.0337
			<u>ED.S./2nd M.A.</u>			
0	14,844	1.1355	16,180	1.1354	17,636	1.1354
1	16,121	1.2331	17,572	1.2331	19,153	1.2331
2	17,528	1.3408	19,106	1.3408	20,825	1.3407
3	18,660	1.4274	20,339	1.4273	22,170	1.4273
4	19,937	1.5250	21,732	1.5250	23,687	1.5250
5	21,207	1.6222	23,116	1.6222	25,196	1.6221
6	22,477	1.7193	24,500	1.7193	26,705	1.7192
7	23,752	1.8169	25,890	1.8168	28,220	1.8168
8	25,022	1.9140	27,274	1.9140	29,729	1.9140
9	26,218	2.0055	28,577	2.0054	31,149	2.0053
10	27,568	2.1088	30,049	2.1087	32,754	2.1087

- B. The Board of Education will provide the legal contribution for the employees' retirement account in the Michigan Public Employees' Retirement Fund.
- C. In case of discrepancy between the stated salary and a salary determined by the index factor, the stated salary shall prevail.

V. B. Extra Pay Schedule

- A. The extra pay schedule herein is for those services performed voluntarily by teaching personnel outside the school day, and which are beyond those normally required of teachers. Such assignments shall be annual. No teacher will be assigned to cafeteria, bus duty, Service Squad Sponsor, Safety Patrol Sponsor, or noon hour playground duty, but a teacher may volunteer for said duties.
- B. No extra pay will be given for any extra-curricular activity that is not listed. The Superintendent of Schools is authorized to add additional activities and establish the rates of pay.
- C. Coaching services will be compensated for at the following flat rate schedule.
- D. Extra pay schedules are for the complete activity assignment and partially completed activity assignments will be paid by the Office of the Superintendent.

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Head Football Coach	\$1,760	\$1,919	\$2,091
Head Basketball Coach	1,760	1,919	2,091
Head Hockey Coach	1,760	1,919	2,091
Head Swimming	1,543	1,682	1,834
Head Wrestling	1,543	1,682	1,834
Head Girls Swimming	1,543	1,682	1,834
Head Girls Basketball	1,543	1,682	1,834
Head Gymnastics	1,543	1,682	1,834
Girls Volleyball	1,543	1,682	1,834
Assistant Varsity Football	1,292	1,408	1,535
Head Baseball	1,292	1,408	1,535
Head Track	1,292	1,408	1,535
Head Tennis (Boys & Girls)	1,292	1,408	1,535
Head Cross Country (Boys & Girls)	1,292	1,408	1,535
Girls Softball	1,292	1,408	1,535
Girls Track	1,292	1,408	1,535

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Assistant Football	\$1,057	\$1,152	\$1,256
Assistant Basketball	1,057	1,152	1,256
Assistant Swimming	1,057	1,152	1,256
Assistant Wrestling	1,057	1,152	1,256
Golf Coach	1,057	1,152	1,256
Assistant Girls Basketball	1,057	1,152	1,256
Assistant Girls Volleyball	1,057	1,152	1,256
Assistant Girls Track	1,057	1,152	1,256
Assistant Boys Tennis	1,057	1,152	1,256
Assistant Baseball	1,057	1,152	1,256
Assistant Softball	1,057	1,152	1,256
Assistant Boys Track	1,057	1,152	1,256
Cheerleader Sponsor	686	747	815
Assistant Cheerleader Sponsor	686	747	815

ACTIVITIES

Band Director	1,173	1,278	1,393
Debate & Forensic Coach	824	898	979
Student Activities	824	898	979
Choral Director	669	729	795
Orchestra Director	669	729	795
School Play	622	678	739
Thespian Play	622	678	739
Musical Director	622	678	739
Musical Drama Director	622	678	739
All Stars Director	622	678	739

HOURLY RATE

Driver Education	\$9.00	\$9.50	\$10.00
Teenster Supervision	9.00	9.50	10.00
Adult Education & Summer School	9.00	9.50	10.00

MIDDLE SCHOOL ATHLETICS

Head Football	\$1,058	\$1,154	\$1,257
Basketball Coach	938	1,023	1,115
Swimming Coach	938	1,023	1,115
Girls Basketball	938	1,023	1,115
Assistant Football Coach	938	1,023	1,115
Assistant Basketball Coach	938	1,023	1,115
Baseball Coach	938	1,023	1,115
Track Coach	938	1,023	1,115
Tennis Coach	938	1,023	1,115
Girls Volleyball	938	1,023	1,115
Girls Softball	938	1,023	1,115

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Boys Intramurals - Per Season	387	422	460
Girls Intramurals - Per Season	387	422	460
<u>ACTIVITIES</u>			
Choral Director	337	367	400
Band and Orchestra	337	367	400
Cheerleading	619	675	736

The flat rate extra pay schedule for athletic events is as follows:

Sell or Collect tickets	\$11.00	\$11.50	\$12.00
Supervise Students on buses	11.00	11.50	12.00

VI. Payroll Schedule

In this Agreement, the teacher shall have the option of 22 or 26 pays.

A teacher selecting 26 pays, upon six weeks' notification to the Board may receive the balance of his/her salary on the last pay of the 22 pay period.

C. Article XXVIII - Professional Compensation - Current Negotiations

I. Salary Schedule

A. The salary schedule herein presented shall be effective for the 1982-83, 1983-84, and 1984-85 school years.

B. Tentative Agreement.

C. The Union proposes modification of the language of this paragraph as follows:

Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of Twenty-five (25) cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The employer shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

The Employer proposes no change in the former contract language.

D. The Union proposes modification of the language of this Paragraph as follows:

- D. The Board agrees that in appreciation for service to the School District, payment amounting to twenty-five (25) days' pay based upon the last year's salary, will be paid upon voluntary termination of service or retirement to teachers who have been employed in the School District a minimum of twenty (20) years.

The Employer proposes no change in the former contract language.

- E. Tentative Agreement.

II. Salary Credit Beyond AB Degree

- A. The Union proposes an increase for each of the three years of this contract by the percentage increases for each of the three years of the salary schedule.

The Employer proposes no change in the former contract language.

- B. The Union proposes an increase for each of the three years of this contract by the percentage increases for each of the three years of the salary schedule.

The Employer proposes no change in the former contract language.

- C. Tentative Agreement.

- D. The Union proposes an increase for each of the three years of this contract by the percentage increases for each of the three years of the salary schedule.

The Employer proposes no change in the former contract language.

- E. Tentative Agreement.

III. Salary Credit Beyond the MA Degree

- A. The Union proposes an increase for each of the three years of this contract by the percentage increases for each of the three years of the salary schedule.

The Employer proposes no change in the former contract language.

- B. The Union proposes an increase for each of the three years of this contract by the percentage increases for each of the three years of the salary schedule.

The Employer proposes no change in the former contract language.

- C. The Union proposes an increase for each of the three years of this contract by the percentage increases for each of the three years of the salary schedule.

The Employer proposes no change in the former contract language.

- D. Tentative Agreement.

IV. Teachers' Salary Schedule: 1982-83, 1983-84 and 1984-85

- A. The Union proposes the following language modification to the former contract:

A.1. Salary Schedule for 1982-83:

Each step of the Salary Schedule shall be increased by ten (10) percent for the 1982-83 school year.

The Employer proposes no change in the former contract so that the 1981-82 salary and index would be applicable for the 1982-83 school year.

- A. The Union proposes the following language modification to the former contract:

A.2. Salary Schedule for 1983-84:

Each step of the salary schedule shall be increased by 7.6 percent for the 1983-84 school year.

The Employer proposes a 2% increase for each step of the salary schedule.

- A. The Union proposes the following language modification to the former contract:

A.3. Salary Proposal for 1984-85: The 1984-84 salary schedule shall be determined as follows:

- a. Each step of the 1983-84 salary schedules shall be increased by a cost-of-living adjustment.

The Cost-of-Living Adjustment shall be determined in accordance with changes in the Consumer Price Index for all urban consumers for the Detroit Metropolitan area published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the CPI-U.

The amount of the cost-of-living adjustment added to each step of each salary schedule shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%) of the CPI-U. This percentage shall be determined by subtracting the CPI-U of June, 1983, from the CPI-U of June, 1984; the difference shall be divided by the CPI-U of June, 1983. This percentage increase shall be applied to each step of each salary schedule for 1983-84 to determine the dollar equivalent. The above cost of living adjustment shall be no less than a six percent (6%) increase nor more than nine percent (9%).

It is understood that if an application of the cost-of-living adjustment would produce a reduction in the salary schedule such application shall not be made.

- b. The resultant salary schedules shall then be increased by a 4% improvement factor.

On or before September 1, 1984, the Board shall provide a copy of this salary schedule to the Union and each teacher.

The Employer proposes a 3% increase for each step of the salary schedule.

- B. Tentative Agreement.
- C. Tentative Agreement.

V. Extra Pay Schedule

- A. Tentative Agreement.
- B. Tentative Agreement.
- C. Tentative Agreement.
- D. Tentative Agreement.

The union proposes the following adjustment to the Extra Pay Schedule:

The Extra Pay Schedules shall be adjusted by the same percentage increase as applied to the teacher salary schedule (Part IV of this Article.)

The flat hourly rate shall be adjusted by one (1) dollar per year.

The Employer has adjusted the extra pay schedule in accordance with this same formula.

The Employer has adjusted the extra pay schedule to reflect an hourly rate increase of 0% for the first year, 2% for the second year and 3% for the third year.

VI. Payroll Schedule

First Paragraph - Tentative Agreement.

Second Paragraph - Tentative Agreement.

The Employer proposes the addition of the following paragraph:

In the event pending legislation which prohibits schools from counting as a day of instruction days lost because of "conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities," becomes State law, teachers shall be paid only for the make-up days and not the days not eligible to be counted as days of instruction.

The Union objects to this proposal.

TRENTON PUBLIC SCHOOLS

By Ian M. MacDonald
Ian M. MacDonald, School Attorney

WAYNE COUNTY MEA/NEA

By George R. Trudell
George R. Trudell, UniServ Director

WALTER S. NUSSBAUM, J.D.

ARBITRATOR & FACT FINDER

333 WEST FORT STREET, SUITE 2000

DETROIT, MICHIGAN 48226

(313) 964-4670

June 18, 1985

Mr. James Amar, Executive Assistant
Bureau of Employment Relations
State of Michigan Plaza Building
14th Floor - 1200 Sixth Avenue
Detroit, Michigan 48226

RE: TRENTON PUBLIC SCHOOLS
-and-
WAYNE COUNTY MEA/NEA
Case No. D83 K-2617

Dear Mr. Amar:

Enclosed you will find a copy of the Professional Agreement
ratified by the Trenton Teaching Staff and the Trenton Board
of Education.

Sincerely,

Walter S. Nussbaum
WALTER S. NUSSBAUM *wsn*

WSN/vam

Enclosure

P R O F E S S I O N A L A G R E E M E N T

between the

TRENTON PUBLIC SCHOOLS DISTRICT

and the

WAYNE COUNTY-MEA/NEA (TRENTON)

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AGREEMENT

between the

TRENTON BOARD OF EDUCATION

and the

WAYNE COUNTY - MEA/NEA (Trenton)

THIS AGREEMENT entered into this _____ day of _____, by and between the BOARD OF EDUCATION of the Trenton Public School System, Wayne County, Michigan, hereinafter called the "Employer" and the WAYNE COUNTY-MEA/NEA (Trenton), hereinafter called "WC-MEA/NEA" or "Union".

PREAMBLE

WHEREAS, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district, and

WHEREAS, the Employer recognizes that teaching is a profession, and

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective negotiations agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees; and

WHEREAS, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and of the Union concerning such matters; and

WHEREAS, the Employer and the Union desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the Trenton Public School System, the students attending the school therein, and the employees represented by the Union.

NOW, THEREFORE, in consideration of the following mutual covenants, the Union and the Employer hereby agree as follows:

ARTICLE I

Recognition

- A. The Employer hereby recognizes the Wayne County-MEA/NEA as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, with respect to wages, hours and other conditions of employment for all professional, probationary and tenure personnel who are certified for instruction on either a full-time or part-time basis as defined in this Agreement with the persons holding the following positions excluded therefrom:
- Superintendent
 - Assistant Superintendent
 - Director of Personnel
 - Administrative Assistant
 - Director of Support Services
 - Building Principal
 - Assistant Building Principal
 - Director of Athletics
 - Department Heads
 - Director of Adult and Vocational Education
 - Director of Special Education
 - School Physician
 - Psychologist
 - Psychological Examiner (Diagnostician)
 - Administrative Intern
 - Attendance Officer
 - School Nurse
 - Substitute Employees
 - Social Workers
- B. The term of office for the position of Administrative Intern shall be specified when the position is posted. During this term, the Administrative Intern shall be excluded from the bargaining unit.

ARTICLE II

Membership, Fees, and Payroll Deductions

- A. From date of ratification and during the remainder of the term of this contract, all employees as a condition of continued employment shall:
1. Execute assignments authorizing deduction of membership dues and assessments of the Union (including the National Education Association, the Michigan Education Association, and the Local Association) from said employees' salaries; or
 2. Execute assignments authorizing deduction of a nonmember service fee equivalent to the dues of the Union (including the National Education Association, the Michigan Education Association, and the Local Association) from said employees' salaries; or
 3. Pay said membership dues and assessments or nonmember service fee directly to the Local Association in accordance with the Constitution and By-Laws of the Local Association, and the WC/MEA/NEA.
- B. Said assignments shall be executed by the individual employee and will provide that said authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any given year.
- C. Said assignments shall be delivered by the individual employee to the Local Association on or before September 20 of each year or within twenty (20) days of the beginning of an employee's employment.
- D. Said assignments shall be delivered by the Local Association to the Employer or its designated Central Office representative on or before October 1 of each year or within thirty (30) days of the beginning of an employee's employment.
- E. Said assignment deductions pursuant to the provisions of Paragraph A (1) and Paragraph A (2) above shall be deducted from the regular salaries of all employees in eighteen (18) consecutive installments beginning with the first pay in October, and shall be remitted as soon as practicable to the Local Association Treasurer after each installment deduction.
- F. In the event membership dues and assessments and/or the nonmember service fee shall not be paid, the Employer, upon receiving a signed statement from the Union indicating the employee has failed to comply with this condition, and has either refused to follow the internal appellate procedures of the Union, or has failed to comply with the final decision rendered in said appellate procedure, shall immediately notify said employee his/her services shall be discontinued at the end of the school year and forward a copy of said notification to the Local Association within ten (10) days. The Union agrees to save and hold harmless the Employer from any and all liability and expense whatsoever in the termination of any employee's services pursuant to the provisions of this paragraph, provided that the Union has the right to select the attorney representing the Employer, and that the Union shall have the right to settle all monetary claims which may result from enforcement of this paragraph. The Board reserves the right at its expense to counsel with the school attorney on the proceedings and on any proposed settlements.

ARTICLE II, Membership, Fees, and Payroll Deductions (continued)

- G. It is specifically understood the nonmember service fee assignments and membership dues and assessment assignments are separate entities and that the illegality of any agency shop provision relative to nonmember service fees shall have no effect upon either the membership assignments or the membership dues and assessments for members of the Local Association.
- H. The Employer agrees to provide payroll services for Trenton Governmental Credit Union, annuities, hospitalization, membership dues, PAC, and United Foundation deductions.
- I. The Administrative Intern shall not be subject to Union dues or fees during the term of internship.
- J. The Employer and the Union recognize that the language of the Agency Shop provisions of this Article are adopted from Act #379 of the Public Act of 1965, and that neither party waives any rights whatsoever to pursue the interpretation of the Public Act in the State Courts.

ARTICLE III

Negotiation Procedures

- A. In the year of termination of this Agreement, either party may submit a letter indicating a desire to arrange a meeting for purposes of discussing negotiations. Such a meeting shall be arranged for a mutually satisfactory time and place and shall be held no later than 60 days in advance of the termination date.
- B. In any negotiation, neither party shall have any 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 the Board of Education and by 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 ultimate ratification.

ARTICLE IV

Minimal Professional Qualifications

- A. New employees employed by the Board of Education for a regular teaching assignment will hold a bachelor's degree from a college or university, and a provisional, permanent, life, or continuing certificate from the State of Michigan, except as noted in Paragraph B.
- B. The employment of employees by the Board of Education by individual contract based on special permits is to be condoned only in cases of emergency or where the teacher has outstanding credentials.
- C. Excluded from this article are those employees for whom special permits are being processed while they are awaiting full certification from the State of Michigan, or teachers of vocational subjects who possess a vocational certificate or permit.
- D. The responsibility for being certificated to teach in the Trenton Public Schools, State of Michigan, rests solely with the individual employee. The Employer will continue its present practice of informing the employees of this responsibility and the manner in which it may be fulfilled.
- E. The employee recognizes his/her responsibility to the educational process for children. In order to maximize the development of learned skills on the part of the student the teacher will maintain his/her level of knowledgeable expertise in his/her respective teaching area.

ARTICLE V

Management Rights

- A. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, 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/or the United States.
- 8. The exercise of these powers, rights, authority, duties and responsibilities by the Employer, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE VI

Academic Freedom

- A. The Employer respects the academic freedom inherent in the teaching profession, and to that end, employees have the right to use learning materials and to structure learning activities within the approved curriculum policies of the Board of Education.

ARTICLE VII

Teachers' Rights

- A. An employee shall be entitled to all rights he/she may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, the laws of the State of Michigan and the United States, the Constitution of Michigan and the United States and other applicable rules and regulations.
- B. Employees shall have the right to rely on the Employer's maintaining reasonable programs for the prevention of and correction of hazardous conditions that may occur in the schools in order to protect the health, welfare, and safety of employees.
- C. An employee shall at all times be entitled to request the building association representative or a member of the Local Association employed by the Board of Education to be present when he/she is being reprimanded, warned, or disciplined.

At no time shall an administrator conduct a conference with an employee, the results of which shall be a letter of reprimand, warning, or disciplinary action which will be filed in said employees' personnel file without first informing said employee of the nature of the conference and allowing said employee the right to request the building representative or a member of the Local Association, employed by the Board of Education, to be present at the conference.
- D. An employee has the right to refuse to contribute time and/or work which would constitute a deviation from the regular hours of the work day or which would not be considered part of the employee's duties.
- E. The employee shall be entitled to full rights of citizenship. Employees shall be protected by the Employer in the exercise of said rights to be free from and without fear of discrimination or discipline in their professional employment with the Employer. The Employer agrees to continue its policy of encouraging respect for the private and personal life of employees.
- F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

ARTICLE VIII

Vacancies, Promotion, and Transfers

- A. Since the quality of education is determined by the capability of the teaching staff, the employer is pledged to seek the most competent persons, utilizing all courses for whatever positions may exist.
- B. A promotion is an upward change in position which results in additional compensation for additional duties or responsibilities performed during the regular work day. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular or extra duty activities.
- C. Whenever a vacancy in a professional position in the district shall occur during the school year, the employer shall publicize the same by giving written notice of such vacancy to the Association and providing for a proper posting in every school building. No such vacancy shall be filled, except on a temporary basis, until such vacancy shall be posted for ten work days.

The District Director of the Local Association shall be advised in writing of the official appointment filling the vacancy immediately after such appointment has been confirmed.

- D. Any employee may apply for such vacancy. In filling such vacancy, the employer agrees to give due weight to the professional background, training, and attainment of all applicants, the length of time each has been in the school system of the district, and other relevant factors. The policy of the school district is to promote from within its staff whenever candidates from within the system meet the criteria established by the Board for the position. If an employee denied a transfer inquires of an appropriate administrator the reasons for denial, said employee shall receive such reasons.
- E. Since unrequested transfers of teachers from one building to another, one subject to another, or one grade level to another may interfere with optimum teacher performance, the parties hereto agree that unrequested transfers are to be minimized and avoided whenever possible. When the Board or Administrator decides that a transfer is to be made, a teacher will be notified as soon as possible in an informal conference by an appropriate administrator after student dismissal time.

In filling known vacancies strong consideration will be given to any teacher who has been previously subjected to an unrequested transfer, provided said action is in the best interests of the school district.

- F. Prior to March 1, of each year, teachers may request transfers from one building, grade or subject area to another for the ensuing school year commencing and following September. All requests for the transfers must be in writing and received by the Personnel Office no later than March 1.

ARTICLE IX

Emergency Closing of Schools

Every effort will be made to communicate announcements of emergency school closing to appropriate radio stations as early in the morning as possible. Stations WJR and WXYZ will be given first priority. When the schools are closed to students, due to the above conditions, employees shall not be required to report for duty.

ARTICLE X

Reduction in Personnel

- A. When the School District has conditions that warrant a reduction of staff, the employer shall determine the number of positions to be eliminated. The teacher shall be notified of said lay-off at least forty-five (45) calendar days before the date of lay-off. Lay-offs shall only occur at the end of a semester.
- B. The Board agrees that the order of reduction shall be:
 - 1. Nontenure teachers assigned to a position which an employed tenure teacher shall fill who has greater seniority with the District and has qualifications for placement in that position as determined by a valid State teaching certificate (certificates) or license (licenses) currently held by the teacher with the District and accredited by the North Central Association of Schools and Colleges.
 - 2. Tenure teachers assigned to a position which an employed tenure teacher shall fill who has greater seniority with the District and has qualifications for placement in that position as determined by a valid State teaching certificate (certificates) or license (licenses) currently held by the teacher with the District and accredited by the North Central Association of Schools and Colleges.
- C. The Board agrees that teachers whose services have been terminated because of a necessary reduction in personnel, shall be appointed in reverse order of dismissal to the first vacancy in the Trenton Public Schools for which the teacher has the qualifications and certification for placement in that position. Qualifications and certification for placement shall be determined by a valid State teaching certificate (certificates) or license (licenses) held by the teacher, subject to the following additional requisites: In the position of a high school teacher, the teacher shall have accreditation by the North Central Association of Schools and Colleges in the position of special area (art, music, physical education, home economics, and industrial arts) an elementary teacher and a middle school teacher shall have 12 semester hours in said special area.
- D. For the purpose of this contract, seniority shall be defined as the total length of service from date of employment in the Trenton Public Schools providing said service was in a professional capacity (teaching or administrative) under the professional agreement, or appointed by the Board of Education for an annual salary and providing further that at the same time of said service the professional employee possesses a teaching certificate recognized by the State of Michigan.
- E. A teacher's seniority shall continue to accumulate when on sabbatical, child care, health, military, and study leaves granted by the Board of Education. However, a teacher returning from a granted leave mentioned above shall have seniority ranking adjusted so that the teacher is placed at the bottom of all those teachers of comparable status.

ARTICLE X, Reduction in Personnel, (continued)

- F. In the circumstances of more than one individual teacher beginning employment, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. The Association shall be notified in writing of the date, place, and time of the drawing.
- G. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in service is due to lay-off. In such cases, teachers so affected shall retain all seniority that has been accrued as of the effective day of lay-off.
- H. A laid-off teacher shall be considered laid-off until reinstated in the District. If a teacher refuses an offer from the Board of a position for which the teacher is qualified, or fails to respond within fifteen (15) days of its receipt, to a written offer of a position made by the Board, this shall result in termination of the laid-off teacher.
- I. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent certified mail to the teacher's last known address.

ARTICLE XI

Teacher Evaluation

- A. Evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The Board agrees to continue the policy of using no mechanical and/or electronic devices without prior written approval of the teacher.
- B. The Board agrees that in the evaluation process, its administrative staff will include the following:
 - 1. After each observation, the evaluator and the teacher will have a personal conference.
 - 2. The teacher will be given a copy of the evaluation signed by the evaluator.
 - 3. In the event a teacher disagrees with the evaluation, the teacher may make written request to the evaluator for another observation to be completed within a thirty-day period, and/or make written response which shall also be included in the personnel file with the above evaluation.
 - 4. The evaluation process for probationary teachers will include a minimum of two evaluations during the school year. The evaluator will give advance notice of no less than twenty-four hours and no more than ninety-six hours prior to the first observation. Tenure teachers, upon their request, or at the discretion of the administration, shall be observed for evaluation.
 - 5. A teacher may request of the administrative staff one observation to be made by a second administrator.
 - 6. The Board agrees that the concept of evaluation is to help teachers improve instruction and to that end will attempt to identify problem areas and provide assistance in improvement.
- C. Each teacher shall have the right by appointment to examine the contents of his/her own personnel file relating to evaluation reports of the Trenton School District, commendations, and copies of correspondence related to the teacher and initiated by the school district after employment. Privileged information such as confidential credentials, reports and related personnel references normally sought at the time of employment are specifically exempted from examination. The examination shall be made in the presence of the administrator responsible for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this examination, the teacher may be accompanied by a representative delegated by the Association, provided the teacher gives his written consent to the third party's presence to the administrator. The material examined may be copied by the teacher. If the teacher requests electronic copies of the material, he/she shall pay a reasonable cost as determined by the Business Manager.

ARTICLE XI, Teacher Evaluation (continued)

- D. Whenever a teacher has a conference (Paragraph B., 1, above) with an administrator, the results of which are a reprimand, warning, or disciplinary action, for any infraction of discipline or delinquency in professional performance, the findings and decisions of the administrator shall be reduced to writing, filed in the teacher's personnel file and a copy thereof given to the teacher, provided, however, that the teacher may reply in writing within thirty (30) calendar days from receipt of the decision to said reprimand, warning, or disciplinary action, and such reply shall be filed in the teacher's personnel file. The evaluation reports referred to in Paragraph B. above shall remain in the teachers' personnel file and shall be specifically exempted from the grievance procedure; provided however, that in the event such reports are used as a basis for any discipline or discharge of an employee, then the issue of whether such reports are arbitrary or capricious shall be considered within the grievance procedure.

ARTICLE XII

Retirement

- A. The employees of the school district shall be required to retire from the Trenton Public Schools by the 30th day of June immediately following their 70th birthday.
- B. The Local Association may request the Employer to establish a reasonable policy for temporarily continuing, on criteria equally applied to all employees, aforesaid retiring employee's contract on a year-to-year basis for the benefit of the school system. Any policy so established by the Employer shall not be subject to the grievance provisions of this Agreement.

ARTICLE XIII

Grievance Procedure

A. Definition

A claim or complaint by the Union or an employee within the unit for which the Union acts as exclusive bargaining representative which involves the interpretation, meaning, or application of any of the provisions of this agreement. A claim or complaint by the Union shall commence at Step III of the grievance procedure.

B. Step I

When an employee(s) becomes aware of a grievance, said employee(s) shall meet with the building administrator in an informal conference. An employee may be accompanied by a building representative at the informal conference. If an informal conference fails to resolve the problem, the grievant(s) may file a formal grievance.

C. Step II

The grievance shall be reduced to writing, signed, and presented in person to the building administrator. The building administrator will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within five (5) work days, with a copy thereof to the Union. An employee may be accompanied by the building association representative or a member of the Local Association employed by the Employer, if the employee so desires, to present the formal grievance. If an employee does not file a grievance in writing with the building administrator within twenty (20) school days after the occurrence, then the grievance shall be considered as waived.

D. Step III

If the building administrator fails to resolve the grievance or if the Union initiates the grievance, it may be presented in writing to the Director of Personnel. The Director of Personnel will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within five (5) work days, with a copy thereof to the building administrator and the Secretary of the Association. An employee may be accompanied and/or represented by the Union, or by a member of the Local Association employed by the Employer, if the employee so desires, to present the formal grievance. Once said grievance reaches Step II, the Superintendent and/or Director of Personnel may discuss the grievance with the Union.

E. Step IV

If the Director of Personnel fails to resolve the grievance, it may be presented in writing to the Office of the Superintendent. The Superintendent will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within eight (8) work days with a copy thereof to the Director of Personnel, the building administrator and the Secretary of the Association. An employee may be accompanied and/or represented by the Union, or by a member of the Local Association employed by the Employer, if the employee desires, to present the formal grievance.

ARTICLE XIII, Grievance Procedure, (continued)

- F. Conferences may be requested by the employee at any of the steps in the grievance procedure. An employee may be accompanied and/or represented at the conference by the representation permitted at the step in the Grievance Procedure.
- G. In the event the Union is not satisfied with the decision of the Employer, the grievance may be submitted to arbitration by the Union delivering written notice of its desire to arbitrate to the Employer and the American Arbitration Association within twenty (20) work days after the aggrieved's receipt of the decision of the Employer. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. The arbitrator shall not invade the province of the courts to render opinions on the legality of any of the provisions of the contract, but, rather, the arbitrator shall confine his decision to the sole question of whether or not there has been a violation of this contract. He shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board. The Arbitrator's decision on any issue properly before him shall be final and binding on the Employer and the Association and any employee involved.
- H. Failure on the part of employees or appropriate representatives to appeal a decision within ten (10) work days from date of receipt of answer at any step of the procedure will be considered a withdrawal of the grievance or shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. To extend the time limits of this article, a letter of intent to continue the grievance at the next step must be filed within the time limits of this paragraph by the aggrieved and in any event the aggrieved must proceed with the next step within a period not to exceed thirty (30) days.
- I. Any employee may withdraw any grievance filed by him through Level 2 of the procedure. After a grievance has reached Step II, the Union shall have the right to determine if the grievance is to proceed through the remaining levels of the Grievance Procedure.
- J. Any individual employee at any time may present grievances and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. The Association will be given an opportunity to have a member of the Local Association, employed by the Employer, present at such hearings and adjustments.
- K. The Employer and the Association will encourage its members not to participate in coercion or reprisals against any persons relative to the grievance procedures.
- L. Forms for submitting grievances will be provided by the Association. Forms for reply will be provided by the Employer.

ARTICLE XIII - Grievance Procedure, (continued)

- M. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved or any of the participants except as otherwise indicated herein to the contrary.
- N. During the pendency of any proceedings and until a determination has been reached, all proceedings shall be considered private, and any preliminary disposition will not be made public without the agreement of all parties.
- O. The time limits provided in this Article shall be strictly observed and may be extended by written agreement of the parties with the exception of the letter of intent set forth in Paragraph H.
- P. In the event the grievance is filed after June 1st, of any year, and strict adherence to the time limits may result in hardship to any party, the administrative staff will use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

ARTICLE XIV

Maintenance of Standards

The Employer agrees to maintain the standards of conditions that have existed during the term of the previous agreement except as may be expressly changed in this Agreement.

ARTICLE XV

Union and Local Association Rights

- A. On any new or modified fiscal, budgetary, tax program, construction program, or major revision of education policy which is proposed or under consideration, the Association may inform the Employer of the Local Association's position with respect to said matters.
- B. The Employer agrees to furnish to the Union upon request all available public information concerning the financial resources of the district and other public information, including but not limited to preliminary budgets and directory of employees.
- C. The District Director of the Local Association shall be furnished with a copy of the approved minutes of each regular or special meeting of the Employer within five (5) working days after the adoption thereof.
- D. A copy of the agenda of each regular or special meeting of the Board shall be sent to the District Director of the Local Association prior to said meeting.
- E. In the event the Union or the Local Association desires to appear on the agenda of a regular Board meeting, the District Director of the Local Association shall make written request no later than the Wednesday immediately preceding said regular Board meeting. The request shall be addressed to the Employer and made to the Superintendent and shall contain as much information as possible on the subject on which the Union or the Local Association desires to appear. Neither the Employer nor the Superintendent shall deny the Union or Local Association's request to be on the agenda of the meeting.
- F. The Local Association and its members may, upon request to the Business Office, use the school buildings and facilities for meetings in accordance with Employer policies.
- G. One Union bulletin board shall be provided in each building for the exclusive use of Union notices and matters of concern. The District Director of the Local Association shall be responsible for all material and its contents on the Union bulletin boards.
- H. The Union and Local Association may use the employees' school mail boxes for communications.
- I. A bank of thirty-five (35) days for each school year will be provided by the Employer for one representative designated by the Local Association to receive released time without loss of pay or fringe benefits to perform Union business. On any one day additional representatives not to exceed four (4) as designated by the Local Association shall receive released time without loss of pay or fringe benefits to perform Union business provided however, one day for each said additional representative shall be deducted from the bank. In the event that four (4) representatives of the Local Association are requesting released time for the same day, no more than two staff members per building shall be released for a Local Association Day. Anything herein to the contrary notwithstanding, the term "Union Business" shall not be construed to include participation in any demonstrations involving contractual disputes in any school district.

ARTICLE XVI

Protection of Teachers

- A. 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, on school property, and/or during school sponsored activities. Whenever it is established that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board, through its administrative and special service staffs, will take necessary steps to aid the regular classroom teacher. The Board acknowledges its responsibility toward children who are emotionally disturbed. It shall be the responsibility of the teacher to report unusual and serious discipline matters to the proper administrators and to initiate referrals of pupils to special services staff when such is deemed appropriate. It shall be the responsibility of the administrative staff to provide the necessary support to a teacher confronted with a serious disciplinary problem and to facilitate the processing of pupils referrals. The administrative staff shall be responsible for the development of reporting the referral procedures for the use of teachers in each building.
- B. Any case of assault upon a teacher, his/her person or property during a working situation shall be promptly reported to the building principal. The administrative staff will render assistance to the teacher, upon request, by notifying necessary law enforcement officials, a designated member of the teacher's family, local physician, local legal counselor, and superintendent. The Superintendent may render such additional assistance as he may deem proper under the conditions consistent with Board policy.
- C. The Board further agrees that in those cases of loss or damage of personal property of a teacher through no acts of carelessness or negligence of said teacher and occasioned by an act initiated by a student during the work day, the administrative staff will forward a letter to the parent of said student, reporting the incident and requesting that the damage sustained by the teacher be reported to the parent's insurance carrier.
- D. Time lost by a teacher in court appearances or official conferences with his/her attorney for the purpose of taking depositions in connection with any assault upon the teacher by a parent or student during a working situation shall not be charged against the teacher.
- E. The teacher shall have at his/her option the right to seek redress from the assailant.
- F. The Board shall have the right to reprimand, warn, or discipline teachers for just and reasonable cause. Whenever a reprimand, warning or disciplinary action is reduced to writing by an administrator, the findings and decisions of the administrator in writing shall be filed in the teacher's personnel file, and a copy thereof given to the teacher. The teacher may reply in writing within ten (10) work days from receipt of the administrator's

ARTICLE XVI, Protection of Teachers (continued)

decision with said reply to be filed in the teacher's personnel file. All information forming the basis for disciplinary action will, upon request, be made available as soon as possible in writing to the teacher. If a grievance shall be filed on this paragraph, all documents, records, and communications shall remain a part of the teacher's personnel file, anything in this agreement to the contrary notwithstanding.

- G. Any complaints directed toward a teacher shall be promptly handled by an informal conference between the administrator and the complainant. Any complaint not resolved during said conference shall be handled by an informal conference between the teacher and the administrator and/or an informal conference including the complainant, administrator, and teacher, after written notification to the teacher of the nature of the complaint and naming of the complainant. Any complaint not resolved by the aforementioned procedures shall be thoroughly investigated by the administrator in an attempt to resolve same. The final report of the administrator containing his/her findings and decision shall be filed in the teacher's personnel file with a copy furnished to the teacher. The teacher may file a reply to said administrator's report and have same included in his/her personnel file provided he/she does so within ten (10) work days from receipt of the administrator's final report. If a grievance shall be filed on this paragraph, all documents, records, and communications shall remain a part of the teacher's personnel file, anything in this agreement to the contrary notwithstanding.

ARTICLE XVII

Special and Student Teaching Assignments

- A. The Employer agrees that the Director of Personnel will notify the teaching staff of any possible positions available in Adult Education, Driver Education and Summer School. Employees may inform the Director of Personnel of any interest in said positions in accordance with the procedures outlined in the posted notice. Employees may participate in these programs on a voluntary basis. An employee shall be compensated for teaching in said programs on the basis of the hourly rate established for said services in the Article on Professional Compensation.
- B. The Employer agrees to maintain a list of substitute teachers for elementary, middle, and high school, and every reasonable effort will be made to secure necessary substitutes for teachers who are absent.
- C. The Employer will use voluntary tenure teachers as supervisors of student teachers. Teachers interested in the Student Teaching Program may notify the Director of Personnel.
- D. All monies allocated by the universities and colleges for services rendered as supervisory teachers of student teachers shall be placed in the teacher's scholarship program under the name of the supervisory teacher(s).
- E. The Employer will endeavor to provide informational packets to student teachers and to make available to student teachers textbooks and teaching supplies.

ARTICLE XVIII

Teaching Conditions

- A. Inasmuch as the pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a teacher's work, the utilization of facilities and personnel, staff recruitment, and present and future planning of construction and remodeling of facilities shall be directed to attain desirable pupil-teacher ratios.

1. The following class sizes represent desired objectives:

Kindergarten	25 pupils
1st. Grade	23 pupils (Split classes 20 pupils)
Grades 2-6	28 pupils (Split classes 24 pupils)
Grades 7-12	
Academic	27 pupils
Laboratories	27 pupils
Physical Education	40 pupils
Typing	40 pupils
Special Education Classes	State Standards

2. In these areas of instruction requiring specialized facilities, the available work stations will be the standard for determination of class size. Whenever possible, the Employer will attempt to mainstream certified special education students to those sections in the building with the smallest class size, provided said action is in compliance with the recommendation of the I.E.P.C. meeting.
3. The Employer agrees that a survey of class size will be taken by each building principal at the end of the first 10 weeks, end of the first semester, and at the end of the school year. This information will be compiled and forwarded to the District Director of the Association within two weeks from the date of the survey.
- B. The Employer will continue its efforts as directed by the financial conditions of the district, the building facilities available, and the availability of qualified teachers to improve those programs of instruction requiring specialized facilities by making available more work stations and the expansion of the special education program.
- C. The Employer acknowledges its responsibility to provide appropriate texts, reference materials, maps, globes, laboratory equipment, instructional aids, and supplies and similar materials as needed tools for the teaching of children. The Employer will continue to keep the schools properly equipped, supplied, and maintained.
- D. Copies of teachers' requisitions and, when possible, purchase orders will be made available for examination in the building principal's office at all reasonable times. The principal will notify the teachers of supplies which are unavailable or denied. Teachers shall designate the priority of supplies on the requisitions and indicate in writing the rationale for such priorities upon request.

ARTICLE XVIII, Teaching Conditions (continued)

- E. Paraprofessionals may be assigned in all schools to the cafeteria and the bus duties. Paraprofessionals may also be assigned noon hour playground duty in the elementary schools. In the event that it is necessary to assign teachers to other nonteaching duties, it shall be on equitable basis for the entire staff.
- F. The Employer shall provide a separate and exclusive teachers' reference library in each school and include therein professional texts and materials within the budgetary limitations which are requested by the teachers of that school.
- G. The Employer shall provide no less than two typewriters and no less than one ditto machine in each building of the school district, exclusively for teacher use.
- H. The Employer shall provide:
 - 1. A separate desk for each teacher in the district. All new desks purchased in the future will have drawer space provided with a lock.
 - 2. Chalkboard space in every classroom.
 - 3. Copies, exclusively for teacher's use, of all texts used in each of the courses he/she is to teach.
 - 4. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials, required in daily teaching responsibility.
 - 5. Telephone facilities for the purpose of parent-teacher contact.
- I. The teacher shall be responsible to make arrangements through the Business Office to secure bus drivers for all activities, requiring bus transportation and in no event shall teachers drive a school bus. Any teacher who so drives without authority of the Business Office assumes all responsibility.
- J. The Employer shall make available in each school a lounge and/or work study room for the teachers. Separate lavatory facilities for women and men, exclusively for teachers' use, shall be made available in each school building.
- K. The Employer agrees to continue to provide and maintain adequate off-street parking facilities for its professional staff.
- L. The elementary schools shall receive a total of twelve (12) hours collectively per day of library labor assistance with the assignments of the library assistance to be the responsibility of the administration.
- M. Counselors shall not be assigned hall duty.
- N. The teacher shall be responsible to make arrangements for approved field trips with the building principal. All approved field trips shall have a written rationale submitted to the building principal five (5) work days prior to the trip.

ARTICLE XIX

Teaching Hours and Assignments

- A. The arrival and dismissal times in the Trenton Public Schools shall be as follows:

<u>School</u>	<u>Teachers Arrive</u>	<u>Students Arrive</u>	<u>Students Dismissed</u>	<u>Teachers Dismissed</u>
Elementary	8:30 a.m.	8:50 a.m.	3:30 p.m.	4:00 p.m.
Middle School	7:55 a.m.	8:10 a.m.	3:00 p.m.	3:30 p.m.
High School	7:45 a.m.	8:00 a.m.	3:10 p.m.	3:40 p.m.

- B. All teachers shall be provided a duty-free uninterrupted lunch period in no event less than thirty (30) minutes.
- C. Teachers will be free to leave the building ten minutes after students' dismissal time, provided there is no conflict with parent conference or teachers' meetings.
- D. Each elementary school teacher shall be provided at least three hundred eighty-five (385) minutes of unassigned preparation time per week. A minimum of sixty-five (65) minutes of unassigned preparation time per day will be provided for each teacher in the lower elementary grades. A minimum of sixty (60) minutes of unassigned preparation time per day will be provided for each teacher in the upper elementary grades. Pupil-teacher contact time for each elementary school teacher shall not exceed sixteen hundred fifteen (1615) minutes per week.
- E. Special subject teachers shall be consulted in the scheduling of their classes. Insofar as is possible, special subject assignments for individual students shall not exceed one hundred and ten (110) minutes per day. It is agreed that traveling between buildings will be minimized and avoided whenever possible and shall in no event be considered part of preparation time.
- F. Each middle school teacher shall be provided seventy-five (75) minutes of unassigned preparation time per day. At least forty-five (45) minutes of aforesaid time shall be uninterrupted. Pupil-teacher contact time for each middle school teacher, exclusive of passing times, shall not exceed three hundred (300) minutes per day.
- G. Each high school teacher shall be provided eighty (80) minutes of unassigned preparation time per day. At least fifty-five (55) minutes of the aforesaid time shall be uninterrupted. Pupil-teacher contact time, exclusive of passing times, shall not exceed three hundred (300) minutes per day.
- H. Teachers shall not be required to give service as a substitute teacher. Teachers who lose a preparation period as a voluntary substitute will be given compensatory time within the school year.

ARTICLE XIX, Teaching Hours and Assignments, (continued)

- I. Teachers may leave the building during preparation time upon previous approval from the building principal and/or his designated representative for legitimate reasons.
- J. It is recognized by the Employer and the Union that exclusive of the limitations established in this Article and in Article VIII, the assignment of teachers is the responsibility of the building principal. The Employer agrees that, insofar as is possible, teachers will be assigned to teacher major or minor fields of study.
- K. It is recognized by the Employer and the Union that exclusive of the limitations established in this Article, the scheduling of teachers is the responsibility of the building principal. On or about June 1 at the teacher's request, the building principal's office will review and discuss the teacher's tentative schedule for the ensuing year.
- L. The teacher shall make himself available at all reasonable times to meet with parents and to attend open houses, P.T.A. P.T.S.A., and P.T.O. functions whenever possible.
- M. All IEPC Conferences shall be held during the regular hours of the school day whenever possible.

ARTICLE XX

Professional Improvement

- A. The Employer agrees to provide upon application, the necessary funds within budgetary limitations for employees who desire to attend professional conferences and Michigan Department of Education Curriculum committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Employer.
- B. Any member of the Local Association may make a request to the building principal that arrangements be made for courses, conferences, workshops, or seminars as it is recognized that these professional activities offer valuable opportunities to employees to improve their professional competence. In considering the employee's request, the building principal shall review and discuss same with the employee, giving due consideration the number of potential participants, availability of materials and speakers, and other relevant factors. Any fees or tuition expenses shall be the expense of the participants.
- C. The Employer will attempt to provide a voluntary opportunity to improve professional competency for individual teachers identified by the administrator. Such activities may include, but not be limited to, inservice training, teacher-peer help (provided involved teachers agree), educational classes or other activities deemed necessary to improve the quality of the instructional program. Any fees or tuition expenses associated with accredited colleges for a teacher's professional improvement in his/her assigned areas shall be borne by the Employer, providing the employee has received written permission for payment of fees or tuition prior to registering for any educational program.

ARTICLE XXI

Tuberculin Testing

- A. Each employee shall have a chest x-ray or skin test for T.B. every three years.
- B. At the time the tests are taken, employees shall file the records of the chest x-ray or skin test for tuberculosis in the office of the Director of Personnel within fourteen (14) days after the first day of regular session before an employee shall be permitted to continue assigned duties for such year.

ARTICLE XXII

Sick Leave

- A. Sick leave is defined as a time of employee absence because of personal illness or disability during which time the employee is granted income protection by the Board of Education.
- B. Upon employment and after starting work in the system, a probationary employee is granted a total of ten (10) sick days per school year. Unused sick leave will be allowed to accumulate.
- C. Upon reaching tenure status, a tenure employee is granted a total of twenty (20) sick days per school year. The tenure employee will be allowed to build a sick leave bank of two hundred thirty (230) days.
- D. The maximum number of sick leave days with income protection granted an employee shall be determined by the accumulated number of days that the employee has in his/her sick leave bank but shall not exceed twenty (20) days for a probationary employee or two hundred thirty (230) days for a tenure employee.

However, an employee may apply to the Sick Leave Bank. The Sick Leave Bank is hereby established consisting of not more than three (3) days per year contributed by the employee from the employee's individual allocated twenty (20) sick days. The employee shall contribute their personal sick days on the last day of each school year.

- 1. Eligibility for Consideration
 - (a) The employee's accumulated sick leave must be exhausted; and
 - (b) A physician's verification of incapacity must be submitted to the sick leave bank committee.
- 2. Administration of Bank. A sick leave bank committee shall be solely administered by a committee elected from the membership of the collective bargaining representatives employed by the Board of Education.
- E. After five or more consecutive days of illness, or if a pattern of continuous absence because of illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section. After a period of eight consecutive weeks and every four weeks thereafter, a physician's statement indicating an inability to return to normal duties must be submitted to continue under the income protection provision of this section.
- F. Routine physicians' appointments by employees, as opposed to emergency physicians' care, do not qualify for sick leave.

ARTICLE XXII, Sick Leave, (continued)

- G. Hospital outpatient appointments of employees, which cannot be scheduled during off working hours, shall qualify for sick leave. It shall be the responsibility of the employee to schedule outpatient appointments outside of working hours unless extreme emergencies dictate otherwise.
- H. Income protection granted because of illness will cease upon the commencement of child care leave or leave of absence.
- I. Income protection shall be granted for the temporary disabling period of time caused by illness due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, and childbirth. The temporary disabling period of time shall include childbearing time and the normal recoverable time thereafter, but shall not include the child care period of time for which an employee is entitled to apply for child care leave.
- J. Employees are not entitled to pay for accumulated sick leave days upon retirement, or when leaving the employment of the Trenton Public Schools for any reason.
- K. An employee is granted income protection under the provisions of the sick leave policy if he/she is in quarantine.
- L. Part-time probationary and regular employees shall receive income protection because of personal illness on a pro rata basis.
- M. An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. The employee shall be given a copy of the audit of absences.
- N. Sick leave income protection will be forfeited if the employee absence results from deliberate self-inflicted injury.
- O. Any disability of an employee that qualifies for indemnity under the Workmen's Compensation Act shall be compensated with the combined funds of Workmen's Compensation and Sick Leave not to exceed the regular daily rate. The compensation from the employer shall not exceed the number of the employee's accumulated sick days.
- P. When and if a challenge is made to the medical certificate regarding employee illness, the employer reserves the right to send the employee to one of the following medical services for examination at the expense of the School District:
 - 1. University of Michigan Medical Center
 - 2. Henry Ford Hospital Medical Center

The employee may select any physician on the staff of the medical center to which he is directed, in a specialty or discipline under which the employee's illness or disability is certified. The employee's attending physician shall be the sole recipient of any report generated which contains information as to history, symptoms, test result, or opinions as to therapy or, at the option of the employee, that information may be mailed directly to the employee.

ARTICLE XXII, Sick Leave, (continued)

The employing district is to be the recipient of a statement verifying that the employee's absence is due to illness or was due to illness and the certificate shall be signed by an examining physician at the medical center.

It is understood and agreed that if the examining physician is unable to determine with any degree of medical certainty whether a past disability was due to a medical condition, such inability shall not be the basis for denying use of appropriate sick leave compensation.

ARTICLE XXIII

Unpaid Leaves of Absence

- A. Leave of absence is defined as an extended time of employee absence for reasons approved by the Board of Education upon recommendation of the Superintendent.
- B. A leave of absence of up to two (2) years may be granted to any employee, upon application, for the purpose of participating in exchange teaching programs in other school district, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teaching Corps or Job Corps as a full-time participant in such programs; or child care, provided said employee states, in writing, his/her intention to return to the school system. A request for a second leave may not be granted until the employee returns to full-time work for a year. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- C. A leave of absence of up to two (2) years may be granted to any employee upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
- D. Other leaves may be granted at the discretion of the Employer.
- E. In order to be eligible for a leave of absence, except in the case of compulsory military service or a leave for personal illness or disability, a certified employee must have satisfactorily completed a minimum of one year under a tenure contract.
- F. Leaves of absence shall not extend beyond two (2) years except in the case of compulsory military service and health.
- G. An employee on leave of absence from the School District shall maintain employment status with the district while on such leave. An employee returning from leave of absence for professional study will be re-employed on the date arranged at the time of granting of the leave.
- H. Temporary and probationary employees shall not qualify for leaves of absence listed in Paragraph B. and Paragraph C.

ARTICLE XXIII, Leave of Absence, (continued)

- I. A leave of absence for reasons of health may be granted upon the recommendation of the school physician after his/her evaluation of medical reports on the teacher are submitted to him/her by the teacher's physician. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed one year upon written request by the teacher. Teachers desiring health leaves shall request in writing such leave fifteen (15) days prior to expiration of the exhaustion of the sick leave provisions.
- J. Leaves of absence shall only be granted to those employees who intend to return to the service of the Trenton Board of Education at the termination of the leave.
- K. Applications for leave of absence shall be submitted no later than sixty (60) days prior to the commencement of the desired leave with the exception of health leaves.
- L. Employees who desire to return from leaves of absence must notify the Director of Personnel in writing by February 15 of the employees intention to return to work for the next school year beginning in September. Such employees will be guaranteed employment providing the reassignment does not violate any provisions of this contract.
- M. While on leave of absence, the employees will not be eligible for the following benefits, including but not by way of limitation, vacation pay, hospitalization, sick leave, paid physical examinations, however, said employees may apply for any continuing programs without cost or liability to the employer and with any premiums to be paid direct to the carrier.

ARTICLE XXIV

Miscellaneous Provisions

- A. It shall be the responsibility of the Employer and/or its designated Central Office representative to provide substitute teachers for employee absence for a day, days, or any part thereof.
- B. All individual employee contracts shall be made expressly subject to the terms and conditions of this agreement. The provisions of this Agreement shall be incorporated into and made a part of Board policy.
- C. If any provisions of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Employer and presented to all employees now employed or hereafter employed by the Board. The Union will be given 50 copies upon ratification.
- E. Commendation of a employee's competency or performance in the education field from within or without the school system, whether as individuals, departments, or total staff, are appropriate materials for inclusion in the employee's personnel file. The employee shall have the sole responsibility to present said materials to the Office of the Administrative Assistant. The Administrative Assistant will submit said materials to the Director of Personnel for inclusion in the employee's file.
- F. The Employer and the Union agree that there shall be no reprisals of any kind as a result of the negotiations of this Agreement and the activities connected therewith.
- G. Safety Patrol and Service Squad supervisors shall not be required to perform hall duty, bus duty, or cafeteria duty.
- H. The Employer and the Union shall mutually implement a study committee for the purpose of exploring educational problems in the Trenton Public Schools and the development of solutions which would benefit the community and satisfy their mutual, yet respective concerns.
- I. Notwithstanding the provisions of Article X, Section H, teachers whose services have been terminated due to a reduction in personnel will not lose their rights to future recall if they refuse to accept a position which is less than full-time or less than one semester in duration. The teacher shall be required to inform the Board of such refusal within 15 days of receipt of the offer of the position.
- J. Notwithstanding the provisions of Article VIII, Paragraph C., in the event that a position could be filled by a teacher on lay-off who is qualified and certified to fill said position, posting of the position shall not be required. Should there be no teacher on lay-off who is qualified and certified for said position, the position will then be posted in compliance with Article VIII, Paragraph C.
- K. An employee may be granted a child care leave, which accrues seniority, of up to two (2) years for each pregnancy and birth, or adoption.

ARTICLE XXV

Paid Absences for Personal and School Business

- A. Each regular employee shall be granted three (3) days per year for personal business upon the approval of the building principal and Director of Personnel. Whenever possible, such prior approval shall be obtained. The employee shall be compensated for said days and shall be required to divulge the nature of such business in general terms, but without being obligated to set forth specific details of the nature of the business.
- B. It is agreed that personal business days shall be used for business and family obligations. Personal business days may not be used for recreational activities or to extend vacations.
- C. It is agreed that absences for personal business shall not be deducted from sick leave days.
- D. Employees shall arrange the day of absence for personal business at least twenty-four (24) hours in advance whenever possible.
- E. Certified personnel, in the case of death in the immediate family, (parent, grandparent, spouse, sister, brother, child, mother-in-law, or father-in-law) will qualify for pay up to five (5) days of absence; and in the case of death of a close associate or relative other than a member of the immediate family, will qualify for pay up to one (1) full day of absence.
- F. An employee shall qualify for a paid school business day(s) if serving as a witness in any court case involving the employee's employment except in those cases involving labor disputes and contract negotiations between the Board of Education and the employee or the Association.
- G. An employee will qualify for a paid school business absence for visitation at other schools or for attending educational conferences approved by the Superintendent of Schools and/or the Building Principal.
- H. The day immediately prior to a regularly scheduled school holiday and the day immediately following a regularly scheduled school holiday may not be used for personal business leave, unless the employee shows the necessity for such leave on either of these days and receives approval from the Office of the Superintendent or Director of Personnel.
- I. If an employee is required to serve on a jury panel, the employee shall first be required to file for a postponement to the months of July or August. If said employee submits evidence to the Office of the Superintendent that postponement is denied, then said employee shall be compensated for the difference between regular salary and pay received for the performance of said obligation. Any monies paid by the Federal, State or County governments for meals and travel expenses incurred by the employee in performance of said obligation are to be retained by the employee.
- J. Unused personal business days shall be allowed to accrue in the employee's sick leave bank.

ARTICLE XXVI

Sabbatical Leave

- A. A sabbatical leave of absence may be granted to any employee of the school district upon the recommendation of the Superintendent of Schools. The professional competence of the employee and the general welfare and the advantage accruing to the school district shall be the general factors of consideration requisite to approval of requests for sabbatical leave.
- B. The employee must have completed seven (7) consecutive years of satisfactory service as a full-time employee with the district.
- C. During said sabbatical leave, the employee shall be paid at one-half (1/2) the employee's full annual salary rate, providing, however, that any stipend that the employee receives from an outside source while on sabbatical when combined with the school district remuneration shall not exceed the employee's full annual salary.
- D. Written application for sabbatical leave shall be submitted to the Office of the Superintendent prior to April 1 of each year. The Employer agrees that a written reply shall be submitted to the applicant prior to June 1 of the same year.
- E. The Employer agrees that in addition to the salary provided herein, the employee shall be entitled to participate in any other benefits that may be provided for by the Employer.
- F. The Employer may as a condition of granting approval of an employee's request for a sabbatical leave, require that the employee return to the Trenton Public School faculty for one (1) year.
- G. Employees on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- H. Upon return from sabbatical leave an employee shall be restored to the employee's position held prior to sabbatical leave or a position of like nature, seniority, status, and pay.
- I. Paragraph A. of this article shall be specifically exempt from the grievance procedure.

ARTICLE XXVII

Annuities

The Board of Education of the Trenton Public Schools will purchase for interested employees annuity contracts, with premium deducted from their contracted salary, from the employees' insurance firm with ownership rights being vested in the employee (and with premium payments subsequent to the initial payment being made on a monthly basis).

ARTICLE XXVIII

Professional Compensation

I. Salary Schedule

- A. The salary schedule herein presented shall be effective for the 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, and 1987-88 school years.
- B. A maximum of seven years previous teaching experience may be granted a new employee when placed on the salary schedule. Such teaching experience shall only be recognized from schools of accredited standing.
- C. Employees required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of twenty cents per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district. The employer shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- D. The Board agrees that in appreciation for service to the School District, payment amounting to fifteen (15) days' pay based upon the last year's salary, will be paid upon voluntary termination of service or retirement to teachers who have been employed in the School District a minimum of twenty (20) years.
- E. The salary schedule is based upon a one hundred ninety-nine (199) day schedule. Holiday pay will not be granted to personnel not working the scheduled work day prior or after a holiday except for approved absence due to illness or for personal business days approved by the Office of the Superintendent.

ARTICLE XXVIII, Professional Compensation (continued)

II. Salary Credit Beyond the BA Degree

- A. Twenty-four dollars will be added to the Employee's contract for each semester hour of graduate work beyond the requirements for a BA degree.
- B. The maximum allowable salary credit for graduate work beyond the BA degree shall be \$720.00.
- C. It is the intent of the Employer to maintain a limit on the maximum allowable salary credit for graduate work beyond the BA degree, a limit which will not necessarily correspond to the differential in the salary schedule between the BA and MA degrees, as a means of recognition of the value of the degree above the mere accumulation of graduate credit hours.
- D. All Employees entering the system with graduate credit beyond the BA degree will receive twenty-four dollars for each semester hour of graduate work.
- E. Salary adjustments for credit beyond the BA degree will be made only once annually prior to September 30 upon written certification of successful completion of the graduate work.

III. Salary Credit Beyond the MA Degree

- A. Twenty-nine dollars will be added to the Employee's contract for each semester hour of graduate of work beyond the requirements for a MA degree.
- B. The maximum allowable salary credit for graduate work beyond the MA degree shall be \$870.00.
- C. All Employees entering the system with graduate credit beyond the MA degree will receive twenty-nine dollars for each semester hour of graduate work.
- D. Salary adjustments for credit beyond the MA degree will be made only once annually prior to September 30 upon written certification of successful completion of the graduate work.

ARTICLE XXVIII, Professional Compensation (continued)

IV. Teachers' Salary Schedule: 1982-83, 1983-84, and 1984-85

B.A.

<u>YEARS OF EXPERIENCE</u>	<u>1982-83 SALARY</u>	<u>1983-84 SALARY</u>	<u>1984-85 SALARY</u>
0	\$16,154	\$16,962	\$17,640
1	16,792	17,632	18,337
2	17,554	18,432	19,169
3	18,657	19,590	20,374
4	19,545	20,522	21,343
5	20,734	21,771	22,642
6	21,836	22,928	23,845
7	22,854	23,997	24,957
8	24,254	25,467	26,486
9	25,865	27,158	28,244
10	28,323	29,739	30,929

M.A.

0	17,086	17,940	18,658
1	18,621	19,552	20,334
2	20,199	21,209	22,057
3	21,784	22,873	23,788
4	23,369	24,537	25,518
5	24,948	26,195	27,243
6	26,534	27,861	28,975
7	28,120	29,526	30,707
8	29,704	31,189	32,437
9	31,283	32,847	34,161
10	32,854	34,497	35,877

ED.S./2nd M.A.

0	18,341	19,258	20,028
1	19,919	20,915	21,752
2	21,658	22,741	23,651
3	23,057	24,210	25,178
4	24,634	25,866	26,901
5	26,204	27,514	28,615
6	27,773	29,162	30,328
7	29,349	30,816	32,049
8	30,918	32,464	33,763
9	32,395	34,015	35,376
10	34,064	35,767	37,198

ARTICLE XXVIII, Professional Compensation (continued)

IV. Teachers' Salary Schedule: 1985-86, 1986-87, and 1987-88

B.A.

<u>YEARS OF EXPERIENCE</u>	<u>1985-86 SALARY</u>	<u>1986-87 SALARY</u>	<u>1987-88 SALARY</u>
0	\$18,346	\$19,263	\$20,611
1	19,070	20,024	21,426
2	19,936	20,933	22,398
3	21,189	22,248	23,805
4	22,197	23,307	24,938
5	23,548	24,725	26,456
6	24,799	26,039	27,862
7	25,955	27,253	29,161
8	27,545	28,922	30,947
9	29,374	30,843	33,002
10	32,166	33,774	36,138

M.A.

0	19,404	20,374	21,800
1	21,147	22,204	23,758
2	22,939	24,086	25,772
3	24,740	25,977	27,795
4	26,539	27,866	29,817
5	28,333	29,750	31,833
6	30,134	31,641	33,856
7	31,935	33,532	35,879
8	33,734	35,421	37,900
9	35,527	37,303	39,914
10	37,312	39,178	41,920

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0	20,829	21,870	23,401
1	22,622	23,753	25,416
2	24,597	25,827	27,635
3	26,185	27,494	29,419
4	27,977	29,376	31,432
5	29,760	31,248	33,435
6	31,541	33,118	35,436
7	33,331	34,998	37,448
8	35,114	36,870	39,451
9	36,791	38,631	41,335
10	38,686	40,620	43,463

ARTICLE XXVIII, Professional Compensation (continued)

V. Extra Pay Schedule

- A. The extra pay schedule herein is for those services performed voluntarily by teaching personnel outside the school day, and which are beyond those normally required of teachers. Such assignments shall be annual. No teacher will be assigned to cafeteria, bus duty, Service Squad Sponsor, Safety Patrol Sponsor, or noon hour playground duty, but a teacher may volunteer for said duties.
- B. No extra pay will be given for any extra-curricular activity that is not listed. The Superintendent of Schools is authorized to add additional activities and establish the rates of pay.
- C. Coaching services will be compensated for at the following flat rate schedule.
- D. Extra pay schedules are for the complete activity assignment and partially completed activity assignments will be paid by the Office of the Superintendent.

ARTICLE XXVIII, Professional Compensation (continued)

	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
Head Football Coach	\$2,175	\$2,284	\$2,375
Head Basketball Coach	2,175	2,284	2,375
Head Hockey Coach	2,175	2,284	2,375
Head Swimming	1,907	2,002	2,082
Head Wrestling	1,907	2,002	2,082
Head Girls Swimming	1,907	2,002	2,082
Head Girls Basketball	1,907	2,002	2,082
Head Gymnastics	1,907	2,002	2,082
Girls Volleyball	1,907	2,002	2,082
Assistant Varsity Football	1,596	1,676	1,743
Head Baseball	1,596	1,676	1,743
Head Track	1,596	1,676	1,743
Head Tennis (Boys & Girls)	1,596	1,676	1,743
Head Cross Country (Boys & Girls)	1,596	1,676	1,743
Girls Softball	1,596	1,676	1,743
Girls Track	1,596	1,676	1,743
Assistant Football	1,306	1,371	1,426
Assistant Basketball	1,306	1,371	1,426
Assistant Swimming	1,306	1,371	1,426
Assistant Wrestling	1,306	1,371	1,426
Golf Coach	1,306	1,371	1,426
Assistant Girls Basketball	1,306	1,371	1,426
Assistant Girls Volleyball	1,306	1,371	1,426
Assistant Girls Track	1,306	1,371	1,426
Assistant Boys Tennis	1,306	1,371	1,426
Assistant Baseball	1,306	1,371	1,426
Assistant Softball	1,306	1,371	1,426
Assistant Boys Track	1,306	1,371	1,426
Cheerleader Sponsor	848	890	926
Assistant Cheerleader Sponsor	848	890	926

ACTIVITIES

Band Director	1,449	1,521	1,582
Debate & Forensic Coach	1,018	1,069	1,112
Student Activities	1,018	1,069	1,112
Choral Director	827	868	903
Orchestra Director	827	868	903
School Play	769	807	839
Thespian Play	769	807	839
Musical Director	769	807	839
Musical Drama Director	769	807	839
All Stars Director	769	807	839

HOURLY RATE

Driver Education	\$13.00	\$14.00	\$15.00
Teenster Supervision	13.00	14.00	15.00
Adult Education & Summer School	13.00	14.00	15.00

ARTICLE XXVIII, Professional Compensation (continued)

MIDDLE SCHOOL ATHLETICS

	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
Head Football	\$1,307	\$1,372	\$1,427
Basketball Coach	1,160	1,218	1,267
Swimming Coach	1,160	1,218	1,267
Girls Basketball	1,160	1,218	1,267
Assistant Football Coach	1,160	1,218	1,267
Assistant Basketball Coach	1,160	1,218	1,267
Baseball Coach	1,160	1,218	1,267
Track Coach	1,160	1,218	1,267
Tennis Coach	1,160	1,218	1,267
Girls Volleyball	1,160	1,218	1,267
Girls Softball	1,160	1,218	1,267
Boys Intramurals - Per Season	478	502	522
Girls Intramurals - Per Season	478	502	522

ACTIVITIES

Choral Director	416	437	454
Band and Orchestra	416	437	454
Cheerleading	765	803	835

The flat rate extra pay schedule for athletic events is as follows:

Sell or Collect Tickets	\$12.50	\$13.00	\$13.60
Supervise Students on Buses	12.50	13.00	13.60

VI. Payroll Schedule

In this Agreement, the teacher shall have the option of 22 or 26 pays.

A teacher selecting 26 pays, upon six weeks' notification to the Board may receive the balance of his/her salary on the last pay of the 22 pay period.

ARTICLE XXVIII, Professional Compensation (continued)

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
Head Football Coach	\$2,695	\$2,829	\$3,027
Head Basketball Coach	2,470	2,594	2,776
Head Hockey Coach	2,470	2,594	2,776
Head Swimming	2,165	2,273	2,432
Head Wrestling	2,165	2,273	2,432
Head Girls Swimming	2,165	2,273	2,432
Head Girls Basketball	2,165	2,273	2,432
Head Gymnastics	2,165	2,273	2,432
Girls Volleyball	2,165	2,273	2,432
Assistant Varsity Football	1,977	2,076	2,221
Head Baseball	1,813	1,904	2,037
Head Track	1,813	1,904	2,037
Head Tennis (Boys & Girls)	1,813	1,904	2,037
Head Cross Country (Boys & Girls)	1,813	1,904	2,037
Girls Softball	1,813	1,904	2,037
Girls Track	1,813	1,904	2,037
Assistant Football	1,618	1,699	1,818
Assistant Basketball	1,483	1,557	1,666
Assistant Swimming	1,483	1,557	1,666
Assistant Wrestling	1,483	1,557	1,666
Golf Coach	1,483	1,557	1,666
Assistant Girls Basketball	1,483	1,557	1,666
Assistant Girls Volleyball	1,483	1,557	1,666
Assistant Girls Track	1,483	1,557	1,666
Assistant Boys Tennis	1,483	1,557	1,666
Assistant Baseball	1,483	1,557	1,666
Assistant Softball	1,483	1,557	1,666
Assistant Boys Track	1,483	1,557	1,666
Cheerleader Sponsor	963	1,011	1,082
Assistant Cheerleader Sponsor	963	1,011	1,082
<u>ACTIVITIES</u>			
Band Director	1,645	1,727	1,848
Debate & Forensic Coach	1,156	1,214	1,299
Student Activities	1,156	1,214	1,299
Choral Director	939	986	1,055
Orchestra Director	939	986	1,055
School Play	873	917	981
Thespian Play	873	917	981
Musical Director	873	917	981
Musical Drama Director	873	917	981
All Stars Director	873	917	981
<u>HOURLY RATE</u>			
Driver Education	\$15.60	\$16.38	\$17.53
Teenster Supervision	15.60	16.38	17.53
Adult Education & Summer School	15.60	16.38	17.53

ARTICLE XXVIII, Professional Compensation (continued)

MIDDLE SCHOOL ATHLETICS

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
Head Football	\$1,484	\$1,558	\$1,667
Basketball Coach	1,318	1,384	1,481
Swimming Coach	1,318	1,384	1,481
Girls Basketball	1,318	1,384	1,481
Assistant Football Coach	1,318	1,384	1,481
Assistant Basketball Coach	1,318	1,384	1,481
Baseball Coach	1,318	1,384	1,481
Track Coach	1,318	1,384	1,481
Tennis Coach	1,318	1,384	1,481
Girls Volleyball	1,318	1,384	1,481
Girls Softball	1,318	1,384	1,481
Boys Intramurals - Per Season	543	570	610
Girls Intramurals - Per Season	543	570	610

ACTIVITIES

Choral Director	472	496	531
Band and Orchestra	472	496	531
Cheerleading	868	911	975

The flat rate extra pay schedule for athletic events is as follows:

Sell or Collect Tickets	\$14.00	\$15.00	\$16.00
Supervise Students on Buses	14.00	\$15.00	16.00

VI. Payroll Schedule

In this Agreement, the teacher shall have the option of 22 or 26 pays.

A teacher selecting 26 pays, upon six weeks' notification to the Board may receive the balance of his/her salary on the last pay of the 22 pay period.

ARTICLE XXIX

Calendar

(1982-83, 1983-84, 1984-85, 1985-86, 1986-87, and 1987-88)

- A. The Board shall determine the length of the school year.
- B. The Board and the Association agree that the total number of contracted days shall not exceed 199 days.
- C. The Association and the Board agree that the number of days that pupils shall be in school shall not exceed 181 days.
- D. The Board agrees that the work year shall not be longer than 185 duty days.
- E. The Board agrees to pay for eight (8) vacation days of which five (5) shall occur during Easter Recess, and the other shall be Thanksgiving Friday, and two (2) days between Christmas and New Years.
- F. The Board agrees to pay for six (6) holidays which shall be Labor Day, Thanksgiving, Christmas, New Year's, Good Friday, and Memorial Day.
- G. The Board and the Association agree that the teachers will serve four (4) duty days which shall consist of:
 - Opening day of school (1)
 - Mid-year grade preparation (1)
 - Year-end grade preparation (2)

ARTICLE XXIX
1982-83 School Year Calendar

<u>First Semester</u>				<u>Second Semester</u>			
	<u>C</u>	<u>D</u>	<u>V</u>		<u>C</u>	<u>D</u>	<u>V</u>
September	17	18	1	January	1	1	0
October	21	21	0	February	20	20	0
November	20	20	2	March	23	23	0
December	13	13	3	April	15	15	6
January	<u>19</u>	<u>20</u>	<u>1</u>	May	21	21	1
				June	<u>11</u>	<u>13</u>	<u>0</u>
	90	92	7		91	93	7

	<u>C</u>	<u>D</u>	<u>V</u>
First Semester	90	92	7
Second Semester	<u>91</u>	<u>93</u>	<u>7</u>
	181	185	14
Contracted Days:	199		

1. Students will report at 1:00 p.m. on Wednesday, September 8, 1982.
2. School is dismissed at the end of the school day on Friday, December 17, 1982.
3. Students will be dismissed at 11:45 a.m. on Thursday, January 27, 1983.
 High School - Semester grade preparation p.m.
 Middle School and Elementary - Semester grade preparation p.m.
4. January 28, 1983 - all schools - grade preparation.

1982-83 School Calendar

SEPTEMBER

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

C	D	V
3	4	1
5	5	0
5	5	0
4	4	0
17	18	T

FEBRUARY

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

C	D	V
4	4	0
5	5	0
5	5	0
5	5	0
1	1	0
20	20	0

OCTOBER

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

C	D	V
1	1	0
5	5	0
5	5	0
5	5	0
5	5	0
21	21	0

MARCH

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

C	D	V
4	4	0
5	5	0
5	5	0
5	5	0
4	4	0
23	23	0

NOVEMBER

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

C	D	V
5	5	0
5	5	0
5	5	0
3	3	2
2	2	0
20	20	2

APRIL

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

C	D	V
0	0	T
0	0	5
5	5	0
5	5	0
5	5	0
15	15	6

DECEMBER

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

C	D	V
3	3	0
5	5	0
5	5	0
0	0	0
0	0	3
13	13	3

MAY

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

C	D	V
5	5	0
5	5	0
5	5	0
5	5	0
1	1	1
21	21	T

JANUARY

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

C	D	V
0	0	T
5	5	0
5	5	0
5	5	0
4	5	0
1	1	1
20	21	T

JUNE

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

C	D	V
3	3	0
5	5	0
3	5	0
0	0	0
0	0	0
11	13	0

○
□
C
D
V

Days that pupils and teachers have vacation
Days that pupils are not in classes but teachers are on duty
Days that pupils are in class
Days that teachers are on duty
Paid vacation days and holidays for teachers

TRENTON PUBLIC SCHOOLS
1983-84 School Year Calendar

<u>First Semester</u>				<u>Second Semester</u>			
	<u>C</u>	<u>D</u>	<u>V</u>		<u>C</u>	<u>D</u>	<u>V</u>
September	18	19	1	February	21	21	0
October	21	21	0	March	22	22	0
November	20	20	2	April	15	15	6
December	17	17	2	May	22	22	1
January	<u>16</u>	<u>17</u>	<u>2</u>	June	<u>9</u>	<u>11</u>	<u>0</u>
	92	94	7		89	91	7

	<u>C</u>	<u>D</u>	<u>V</u>
First Semester	92	94	7
Second Semester	<u>89</u>	<u>91</u>	<u>7</u>
	181	185	14
Contracted Days:	199		

1. Students will report at 1:00 p.m. on Wednesday, September 7, 1983.
2. School is dismissed at the end of the school day Friday, December 23, 1983.
3. Students will be dismissed at 11:45 a.m. on January 26, 1984
 High School - Semester grade preparation p.m.
 Middle School and Elementary - Semester grade preparation p.m.
4. January 27, 1984 - all schools - grade preparation.

1983-84 School Calendar

SEPTEMBER

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

C	D	V
0	0	0
3	4	1
5	5	0
5	5	0
5	5	0
18	19	1

FEBRUARY

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

C	D	V
3	3	0
5	5	0
5	5	0
5	5	0
3	3	0
21	21	0

OCTOBER

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

C	D	V
0	0	0
5	5	0
5	5	0
5	5	0
5	5	0
1	1	0
21	21	0

MARCH

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

C	D	V
2	2	0
5	5	0
5	5	0
5	5	0
5	5	0
5	5	0
22	22	0

NOVEMBER

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

C	D	V
4	4	0
5	5	0
5	5	0
3	3	2
3	3	0
20	20	2

APRIL

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

C	D	V
5	5	0
5	5	0
4	4	1
0	0	5
1	1	0
15	15	6

DECEMBER

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

C	D	V
2	2	0
5	5	0
5	5	0
5	5	0
0	0	2
17	17	2

MAY

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

C	D	V
4	4	0
5	5	0
5	5	0
5	5	0
3	3	1
22	22	1

JANUARY

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

C	D	V
0	0	2
5	5	0
5	5	0
4	5	0
2	2	0
16	17	2

JUNE

S	M	T	W	TH	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

C	D	V
1	1	0
5	5	0
3	5	0
0	0	0
0	0	0
9	11	0

○
□
C
D
V

Days that pupils and teachers have vacation
Days that pupils are not in classes but teachers are on duty
Days that pupils are in class
Days that teachers are on duty
Paid vacation days and holidays for teachers

TRENTON PUBLIC SCHOOLS
1984-85 School Year Calendar

<u>First Semester</u>				<u>Second Semester</u>			
	<u>C</u>	<u>D</u>	<u>V</u>		<u>C</u>	<u>D</u>	<u>V</u>
September	18	19	1	February	20	20	0
October	23	23	0	March	21	21	0
November	20	20	2	April	16	16	6
December	15	15	3	May	22	22	1
January	<u>18</u>	<u>19</u>	<u>1</u>	June	<u>8</u>	<u>10</u>	<u>0</u>
	94	96	7		87	89	7

	<u>C</u>	<u>D</u>	<u>V</u>
First Semester	94	96	7
Second Semester	<u>87</u>	<u>89</u>	<u>7</u>
	181	185	14

Contracted Days: 199

1. Students will report at 1:00 p.m. on Wednesday, September 5, 1984.
2. School is dismissed at the end of the school day Friday, December 21, 1984.
3. Students will be dismissed at 11:45 a.m. on January 24, 1985.
 High School - Semester grade preparation p.m.
 Middle School and Elementary - Semester grade preparation p.m.
4. January 25, 1985 - all schools - grade preparation.

1984-85 School Calendar

SEPTEMBER

S	M	T	W	TH	F	S
						1
2	③	④	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

C	D	V
0	0	0
3	4	1
5	5	0
5	5	0
5	5	0
0	0	0
18	19	1

FEBRUARY

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

C	D	V
1	1	0
5	5	0
5	5	0
5	5	0
4	4	0
20	20	0

OCTOBER

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

C	D	V
5	5	0
5	5	0
5	5	0
5	5	0
3	3	0
23	23	0

MARCH

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

C	D	V
1	1	0
5	5	0
5	5	0
5	5	0
5	5	0
0	0	0
21	21	0

NOVEMBER

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	②	③	24
25	26	27	28	29	30	

C	D	V
2	2	0
5	5	0
5	5	0
3	3	2
5	5	0
20	20	2

APRIL

S	M	T	W	TH	F	S
	1	2	3	4	⑤	6
7	⑧	⑨	⑩	⑪	⑫	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

C	D	V
4	4	1
0	0	5
5	5	0
5	5	0
2	2	0
16	16	6

DECEMBER

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

C	D	V
0	0	0
5	5	0
5	5	0
5	5	0
0	0	2
0	0	1
15	15	3

MAY

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	②	28	29	30	31	

C	D	V
3	3	0
5	5	0
5	5	0
5	5	0
4	4	1
22	22	1

JANUARY

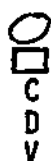
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	②	26
27	28	29	30	31		

C	D	V
0	0	1
5	5	0
5	5	0
4	5	0
4	4	0
18	19	1

JUNE

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	⑬	⑭	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

C	D	V
0	0	0
5	5	0
3	5	0
0	0	0
0	0	0
0	0	0
8	10	0



Days that pupils and teachers have vacation
 Days that pupils are not in classes but teachers are on duty
 Days that pupils are in class
 Days that teachers are on duty
 Paid vacation days and holidays for teachers

TRENTON PUBLIC SCHOOLS
1985-86 School Year Calendar

<u>First Semester</u>				<u>Second Semester</u>			
	<u>C</u>	<u>D</u>	<u>V</u>		<u>C</u>	<u>D</u>	<u>V</u>
September	19	20	1	January	5	5	0
October	23	23	0	February	20	20	0
November	19	19	2	March	19	19	2
December	15	15	3	April	18	18	4
January	<u>14</u>	<u>15</u>	<u>1</u>	May	21	21	1
				June	<u>8</u>	<u>10</u>	<u>0</u>
	90	92	7		91	93	7

	<u>C</u>	<u>D</u>	<u>V</u>
First Semester	90	92	7
Second Semester	<u>91</u>	<u>93</u>	<u>7</u>
	181	185	14
Contracted Days:	199		

1. Students will report at 1:00 p.m. on Wednesday, September 4, 1985.
2. School is dismissed at the end of the day Friday, December 20, 1985.
3. Students will be dismissed at 11:45 a.m. on January 23, 1986.
 High School - Semester grade preparation p.m.
 Middle School and Elementary - Semester grade preparation p.m.
4. January 24, 1986 - all schools - grade preparation.

1985-86 School Calendar

SEPTEMBER

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

C	D	V
3	4	1
5	5	0
5	5	0
5	5	0
1	1	0
19	20	1

FEBRUARY

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

C	D	V
0	0	0
5	5	0
5	5	0
5	5	0
5	5	0
20	20	0

OCTOBER

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

C	D	V
4	4	0
5	5	0
5	5	0
5	5	0
4	4	0
23	23	0

MARCH

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

C	D	V
0	0	0
5	5	0
5	5	0
5	5	0
4	4	1
0	0	1
19	19	2

NOVEMBER

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

C	D	V
1	1	0
5	5	0
5	5	0
5	5	0
3	3	2
19	19	2

APRIL

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

C	D	V
0	0	4
5	5	0
5	5	0
5	5	0
3	3	0
18	18	4

DECEMBER

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

C	D	V
5	5	0
5	5	0
5	5	0
0	0	3
0	0	0
15	15	3

MAY

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

C	D	V
2	2	0
5	5	0
5	5	0
5	5	0
4	4	1
21	21	1

JANUARY

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

C	D	V
0	0	1
5	5	0
5	5	0
4	5	0
5	5	0
19	20	1

JUNE

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

C	D	V
5	5	0
3	5	0
0	0	0
0	0	0
0	0	0
8	10	0

○
□
C
D
V

Days that pupils and teachers have vacation
Days that pupils are not in classes but teachers are on duty
Days that pupils are in class
Days that teachers are on duty
Paid vacation days and holidays for teachers

TRENTON PUBLIC SCHOOLS
1986-87 School Year Calendar

<u>First Semester</u>			<u>Second Semester</u>		
	<u>C</u>	<u>D</u>	<u>V</u>		<u>C</u> <u>D</u> <u>V</u>
September	20	21	1	January	<u>5</u> <u>5</u> <u>0</u>
October	23	23	0	February	20 20 0
November	18	18	2	March	22 22 0
December	15	15	3	April	16 16 6
January	<u>14</u>	<u>15</u>	<u>1</u>	May	20 20 1
	90	92	7	June	<u>8</u> <u>10</u> <u>0</u>
					91 93 7

	<u>C</u>	<u>D</u>	<u>V</u>
First Semester	90	92	7
Second Semester	<u>91</u>	<u>93</u>	<u>7</u>
	181	185	14

Contracted Days: 199

1. Students will report at 1:00 p.m. on Wednesday, September 3, 1986.
2. School is dismissed at the end of the day Friday, December 19, 1986.
3. Students will be dismissed at 11:45 a.m. on January 22, 1987.
 High School - Semester grade preparation p.m.
 Middle School and Elementary - Semester grade preparation p.m.
4. January 23, 1987 - all schools - grade preparation.

1986-87 School Calendar

SEPTEMBER

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

C	D	V
3	4	1
5	5	0
5	5	0
5	5	0
2	2	0
20	21	1

FEBRUARY

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

C	D	V
5	5	0
5	5	0
5	5	0
5	5	0
20	20	0

OCTOBER

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

C	D	V
3	3	0
5	5	0
5	5	0
5	5	0
5	5	0
23	23	0

MARCH

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

C	D	V
5	5	0
5	5	0
5	5	0
5	5	0
5	5	0
22	22	0

NOVEMBER

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

C	D	V
0	0	0
5	5	0
5	5	0
5	5	0
3	3	2
0	0	0
18	18	2

APRIL

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

C	D	V
3	3	0
5	5	0
4	4	1
0	0	5
4	4	0
16	16	6

DECEMBER

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

C	D	V
5	5	0
5	5	0
5	5	0
0	0	3
0	0	0
15	15	3

MAY

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

C	D	V
1	1	0
5	5	0
5	5	0
5	5	0
4	4	1
20	20	1

JANUARY

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

C	D	V
0	0	1
5	5	0
5	5	0
4	5	0
5	5	0
19	20	1

JUNE

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

C	D	V
5	5	0
3	5	0
0	0	0
0	0	0
0	0	0
8	10	0

- Days that pupils and teachers have vacation
- Days that pupils are not in classes but teachers are on duty
- C Days that pupils are in class
- D Days that teachers are on duty
- V Paid vacation days and holidays

TRENTON PUBLIC SCHOOLS
1987-88 School Year Calendar

<u>First Semester</u>				<u>Second Semester</u>			
	<u>C</u>	<u>D</u>	<u>V</u>		<u>C</u>	<u>D</u>	<u>V</u>
September	16	17	1	February	21	21	0
October	22	22	0	March	23	23	0
November	19	19	2	April	15	15	6
December	14	14	3	May	21	21	1
January	19	20	1	June	11	13	0
	90	92	7		91	93	7
				<u>C</u>	<u>D</u>	<u>V</u>	
	First Semester	90	92	7			
	Second Semester	91	93	7			
		181	185	14			
	Contracted Days:		199				

1. Students will report at 1:00 p.m. on Wednesday, September 9, 1987.
2. School is dismissed at the end of the day Friday, December 18, 1987.
3. Students will be dismissed at 11:45 a.m. on January 28, 1988.
 High School - Semester grade preparation p.m.
 Middle School and Elementary - Semester grade preparation p.m.
4. January 29, 1988 - all schools - grade preparation.

1987-88 School Calendar

SEPTEMBER

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

C	D	V
0	0	0
3	4	1
5	5	0
5	5	0
3	3	0
16	17	1

FEBRUARY

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

C	D	V
5	5	0
5	5	0
5	5	0
5	5	0
1	1	0
21	21	0

OCTOBER

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

C	D	V
2	2	0
5	5	0
5	5	0
5	5	0
5	5	0
22	22	0

MARCH

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

C	D	V
4	4	0
5	5	0
5	5	0
5	5	0
4	4	0
23	23	0

NOVEMBER

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

C	D	V
5	5	0
5	5	0
5	5	0
3	3	2
1	1	0
19	19	2

APRIL

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

C	D	V
0	0	1
0	0	5
5	5	0
5	5	0
5	5	0
15	15	6

DECEMBER

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

C	D	V
4	4	0
5	5	0
5	5	0
0	0	3
0	0	0
14	14	3

MAY

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

C	D	V
5	5	0
5	5	0
5	5	0
5	5	0
1	1	1
21	21	1

JANUARY

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

C	D	V
0	0	1
5	5	0
5	5	0
5	5	0
4	5	0
0	0	0
19	20	1

JUNE

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

C	D	V
3	3	0
5	5	0
3	5	0
0	0	0
0	0	0
11	13	0

○
□
C
D
V

Days that pupils and teachers have vacation
Days that pupils are not in classes but teachers are on duty
Days that pupils are in class
Days that teachers are on duty
Paid vacation days and holidays for teachers

ARTICLE XXX

Insurance Protection

- A. The Employer agrees to pay into the Blue Cross-Blue Shield Hospital Medical Insurance Plan, the cost for the employee and his immediate family the full annual premium for Comprehensive Hospital Care Certificate, Semi-Private Room, Blue Cross 65 G.B., MVF II Preferred Group, Blue Shield 65 G-I, and Master Medical, with option 4, 65 Certificate with Riders, D45NM, F, SA, G65-D, COB-2, SDGB, CB-2, ML, \$2-PD, and MN-M. A teacher has the option of selecting insurance in the M.E.S.S.A., Super Med I or Super Med II Programs. Hospital Medical Insurance Plan for the teacher and his immediate family, providing the cost does not exceed the cost of Blue Cross-Blue Shield in which the teacher would be eligible and classified. Teachers receiving more allowance than entitled to under "eligibility and classification" for the option of insurance in M.E.S.S.A. shall not receive less than was received in September, 1971.

- B. The Employer will provide group term life insurance in the amount of \$30,000.

The Employer will provide without costs to the employee, term life insurance protection into retirement in the amount equal to the employees last life insurance coverage prior to retirement until the employee reaches age 65, at which time the amount of insurance should be reduced by 50%.

- C. The provisions in A and B shall take effect for any new employee or any employee using the option of change of company upon the acceptance of his application forms by the insurance company providing the insurance, at the beginning of his first calendar day of employment, provided, however, if the insurance company's enrollment period has closed, said employee will not have the option of change until the next enrollment period.
- D. The Employer agrees to pay into a Dental Insurance Plan the full cost of the premium for the employee and his immediate family. The plan to be equivalent to the M.E.S.S.A. Delta Dental Plan Auto Plus with Orthodontic Rider 0/8' including internal and external coordination of benefits (COE).
- E. The Employer agrees to pay into a Vision Care Insurance Plan the full cost of the premium for the employee and his immediate family. The plan to be equal to the M.E.S.S.A. Full Family Vision Care Plan II.

ARTICLE XXXI

Definitions

The following definitions shall be applicable to this Agreement:

- A. The term "Employer" shall mean the Board of Education of the Trenton Public Schools, Wayne County, Michigan.
- B. 1. The term "Union" shall mean the WC/MEA/NEA.
2. The term "Local Association" shall mean the Trenton Education Association.
- C. The terms "Employee or Teacher" shall refer to all duly certified employees.
- D. Full Time Basis - Full time basis shall designate teachers who are assigned a full schedule of teaching duties for a minimum of a ten (10) month school year.
- E. Part Time Basis - Part time basis shall designate teachers who are not assigned a full schedule of teaching duties and whose schedule is based on an hourly, daily, or weekly basis.
- F. Recess Time - Recreational time set aside in elementary schools under teacher supervision which is teacher duty time but shall not be considered teacher preparation time. A teacher may supervise more than one homeroom class at recess time. The non-supervising teacher's time, while his/her class is on recess, shall be considered preparation time beyond that guaranteed in Article XIX, Paragraphs D. and E.

DURATION OF AGREEMENT

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.

This Agreement shall remain in effect from date of ratification, and shall continue into effect until the 31st. day of August, 1988, however, only the Professional Compensation, Article XXVIII, Sections II, III, IV, and V shall be retroactive to September 1, 1982.

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

WAYNE COUNTY-MEA/NEA

By _____
Its President

By _____
Its Vice-President

By _____
Its Secretary-Treasurer

BOARD OF EDUCATION OF
TRENTON PUBLIC SCHOOLS

By _____
Its President

By _____
Its Secretary