

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

FILE

6/30/68

*East Detroit*  
*(6)*  
*fed*

SCHOOL DISTRICT OF THE CITY OF EAST DETROIT  
EAST DETROIT FEDERATION OF TEACHERS

1967-68

COLLECTIVE BARGAINING AGREEMENT

*East Detroit Board of Education*

*Due: June 30, 1968*

MEA  
1216 Kendale  
E. Lansing, MI  
48823

School District of the City of East Detroit  
East Detroit Federation of Teachers

1967-68 Collective Bargaining Agreement

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	Introductory Paragraph	1
I	Preamble	1
II	Recognition	2
III	Fair Employment Practices	3
IV	Union Dues	4
V	Strike and Picket Prohibition	5
VI	Termination and Modification of Contract	5
VII	Legal Relief Clause	6
VIII	Union Representatives	6
IX	Bulletin Board and Mail Boxes	7
X	Special Conferences	8
XI	Grievances	8
XII	Grievance Procedure	9
XIII	Individual Security and Working Conditions	13
XIV	Summer School Employment	18
XV	Sabbatical Leave	20
XVI	Use of Employer's Facilities	23
XVII	Funeral Leave	23
XVIII	Supplemental Salary Percentages	24
XIX	Teaching Day	25

Table of Contents (Cont'd.)

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
XX	Salary Schedule	26
XXI	Tax Sheltered Annuities	28
XXII	Hospitalization	28
XXIII	Sick Leave	29
XXIV	Jury Duty	32
XXV	Ratification	33
XXVI	Veterans	33
XXVII	Leaves of Absence	33
XXVIII	Probationary Teachers	35
XXIX	School Calendar	35
XXX	Designation of Terms	36

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_  
1967, by and between the Board of Education of the School District of the  
City of East Detroit, Macomb County, Michigan, hereinafter called "the Board"  
and the East Detroit Federation of Teachers, hereinafter called "the Union."

(The headings used in this Agreement and exhibits neither add to  
nor subtract from the meaning but are here for reference only.)

ARTICLE I

Preamble

A representative election was held on February 15, 1966, and the East  
Detroit Federation of Teachers was elected by a majority of the teachers  
covered by this Agreement as exclusive representative, duly certified as  
such exclusive representative by the Labor Mediation Board of the State of  
Michigan on February 18, 1966, and formally recognized by the Board of  
Education thereafter.

This Agreement is not intended to abrogate the statutory power of the  
Board of Education of the School District to make reasonable rules and regu-  
lations relative to anything whatever necessary for the proper establishment,  
maintenance, management and carrying on of the public school system, and to  
seek injunctive relief for violations of the provisions of this Collective  
Bargaining Agreement.

The parties agree to strive diligently to manage the school system in a  
sound and economical manner, and to avoid unnecessary expense, shun extrava-  
gance and whenever desirable, to involve citizens in an advisory capacity.  
The key figure in all education is a professional classroom teacher who shall  
conduct himself in a professional manner.

The laws of the State of Michigan permit and authorize public employees and public employers to enter into an exclusive collective bargaining contract relative to rates of pay, wages, hours of employment and other conditions of employment.

The interest of the students and the citizens of the School District of the City of East Detroit are of primary concern to both parties and it is recognized that community respect depends upon providing quality education. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.

The Board reaffirms its policy of not depriving teachers of their constitutional rights. The Board of Education will not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of academic and professional freedom does not detrimentally reflect upon the reputation of the School District.

## ARTICLE II

### Recognition

A. Pursuant to and in accordance with all applicable provisions of Act 336 of Michigan Public Acts of 1947 as amended, up to and including Act 379 of the Public Acts of 1965, and Act 176 of 1965, the Board does hereby recognize the East Detroit Federation of Teachers as the exclusive representative of all certified instructional personnel, including the Director of Child Accounting, vocationally certified nurse, vocationally certified instructors, employees on sabbatical leave with compensation; excluding supervisors, superintendent, assistant superintendent, administrative assistant in charge of personnel, administrative assistant in charge of curriculum, director of special educa-

tion, director of libraries, athletic director, audio-visual director, adult education director, principals, assistant principals, principal-trainee, department chairmen, assistant department chairmen, employees on a non-compensable medical leave, maternity leave, or special leave, and all other employees.

B. No person or persons represented by the bargaining agent shall bargain individually or collectively with the Board concerning any terms or provisions of this Agreement except through the authorized representatives of the Union.

### ARTICLE III

#### Fair Employment Practices

A. This Agreement shall be applied uniformly to all employees within the Bargaining Unit and there shall be no discrimination among the employees in the Bargaining Unit as regards terms or conditions of employment.

B. Neither the Board nor its agents shall discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of any employee organization.

C. The Union agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status or prior membership or past participation in the activities of any employee organization.

D. Membership in any employment group shall not be required as a condition of employment of any teacher with the Board.

ARTICLE IV

Union Dues

- A. Upon filing with the employer of a written request authorizing payroll deduction, signed by the individual teacher, the Board shall during the term of this Agreement and any extension or renewal thereof, deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of such teacher.
- B. One-fifteenth (1/15) of the annual dues shall be deducted from a teacher's salary commencing with the sixth pay period immediately following commencement of school in the fall and an equal sum for the fourteen next succeeding pays. Except as set forth in the preceding sentence, check-off deductions shall be deducted from the first pay of the teacher in the month immediately following execution and filing of an Authorization for Payroll Deduction. Such fees accompanied by a list of employees from whom the Board has made deductions and the amount deducted from each shall be forwarded to the appropriate Union Treasurer no later than thirty (30) days after the first day of November and February of each year.
- C. The employer shall forward to the Union a list of all employees within the Bargaining Unit by October 1st of each year. Further, the employer shall notify the Union of any employee in the Bargaining Unit leaving the system.
- D. Individual authorization forms are to be furnished by the Union and when executed, filed by the Union with the administrative office. Authorizations once filed with the administrative office shall continue in effect until revoked by the teacher on a form available from the Union and filed with the administrative office. At least sixty days prior to the beginning of each school year, the Union shall give written notification to the adminis-

trative office of the Board of the amount of its dues which are to be deducted in that school year under such authorizations. The amount of deductions for such dues shall not be subject to change during that school year.

E. The Union agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Union which deduction is, by error, in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

#### ARTICLE V

##### Strike and Picket Prohibition

During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.

#### ARTICLE VI

##### Termination and Modification of Contract

A. This contract shall continue in full force and effect until 11:59 p.m. June 30, 1968. Negotiations shall be recommenced with regard to a subsequent contract not later than March 1st of the calendar year in which this Agreement expires.

B. While this contract is in effect, the Board of Education shall not be



obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties.

#### ARTICLE VII

##### Legal Relief Clause

This Agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this Agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

#### ARTICLE VIII

##### Union Representatives

- A. The teachers at each school building may be represented by one building representative per 15 Union members, or a portion thereof, working in said building. The building representatives in each building shall select their spokesman whose name shall be furnished to the building principal.
- B. The Board shall make available for inspection to the Union any information, statistics, records, teacher work schedules and board minutes, not of a confidential nature.
- C. Whenever meetings, grievance proceedings, conferences or negotiations

are mutually scheduled by the parties to this Contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.

D. Nothing in this Contract shall be construed to prohibit any teacher, union representative, or union committee from consulting with administrative officials at mutually scheduled times.

#### ARTICLE IX

##### Bulletin Boards and Mail Boxes

A. The Board shall provide exclusive, prominently placed, bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events;
2. Notices of Union elections;
3. Notices of results of Union elections;
4. Notices of meetings;
5. Collective Bargaining Contract; Amendments and Supplements;
6. Union literature;
7. Professional literature.

B. Neither the bulletin boards nor the teachers' mail boxes shall be used by the Union for material detrimental to the employer-employee relationship.

C. The Union shall have the right to place material in the mail boxes of all teachers and other professional employees and a copy of such material shall be given to the Superintendent.

D. The bulletin board shall be identified with the name of the Union,

and the authorized building representatives of the Union shall be responsible for posting.

## ARTICLE X

### Special Conferences

Special conferences for important matters will be arranged between the local President and a designated representative of the Employer upon the request of either party. Such meeting shall be between not more than two representatives of each party unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

## ARTICLE XI

### Grievances

A. A "grievance" is defined to be any difference that may arise between the parties hereto as to:

1. Any matter relative to pay, hours of employment and other conditions of employment;
2. Any matter involving the interpretation or violation of any of the provisions of this Agreement;
3. Any unilateral change or addition in policy by the Board.

B. If a question arises as to whether or not a particular complaint is

a "grievance" defined in this Article, the question may be considered through the grievance procedures herein provided.

C. The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this Agreement. The Board retains all rights not in conflict with this Agreement.

## ARTICLE XII

### Grievance Procedure

A. If a teacher or the Union has a grievance, it shall be presented to the employer through the principal or appropriate supervisor within five days following the act or condition which is the basis of the grievance as follows:

1. By a teacher accompanied by a Union representative, or
2. Through the Union if the teacher so requests, or
3. By the Union in the name of the Union, or
4. By a teacher in person in his own behalf.

#### STEP 1

If the alleged grievance is not solved to the satisfaction of the grievant within three days after the Employer's appropriate representative receives the grievance, the grievant shall submit the grievance in writing, in duplicate, to the appropriate Assistant Superintendent of Schools within eight days after the matter has been submitted to the Employer's representative. Each grievance shall state the question, or questions, at issue, a statement of the facts, the position of the grievant's immediate Supervisor, the position of the grievant, and the desired action. The Assistant Super-

intendent shall answer in writing within three days from receipt of the written grievance.

STEP 2

If the answer of the Assistant Superintendent does not resolve the alleged grievance, the Union President, within three days after receipt by the grievant and Union President of the written answer of the Assistant Superintendent of Schools, may request in writing a meeting with the Superintendent of Schools. The Superintendent of Schools shall meet and confer on the grievance with the grievant and the Union President within three days after receiving the written grievance.

STEP 3

If no agreement is reached between the grievant and the Superintendent of Schools within three days after the grievant, the Union President and the Superintendent of Schools have met, the grievant, within five days after the answer of the Superintendent of Schools has been mailed to the grievant and the Union President, may request in writing a meeting with the Board of Education. The Board of Education shall hear the grievance within twenty-one calendar days after receipt of the written grievance. The Board shall answer in writing, in duplicate, to the grievant and the President of the Union within seven days following the meeting.

STEP 4

(a) The teacher and/or the Union may, within ten days after receipt of the written reply of the Board, request arbitration by written notice to the Board. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the Teacher and/or the Union within thirty days after written notice has been given to the Board. If the parties fail

to agree as to the arbitrator, an arbitrator shall be selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the teacher or the employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, at cost, to the other party.

(b) In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, then within ten (10) days after receipt of the written reply of the Board of Education, the Union may petition the Michigan Labor Mediation Board to forthwith mediate the grievance pursuant to the power and authority conferred upon said Mediation Board by the provisions of Michigan Public Act 336, 1947, as amended.

B. Any individual teacher may present a grievance in his own behalf but shall not be accompanied nor represented by an officer, executive, delegate, representative or agent in any capacity, except an attorney, of any organization other than the Union. The Board agrees to provide immediately to the Union President a copy of all written grievances lodged and the decision rendered relative to such grievance together with the supporting reasons for the decision. However, no teacher shall be required to meet with any administrator or Board representative at any step of the grievance procedure without Union representation.

C. If a grievance arises from the action of authority other than the principal of the school, the grievant shall present such grievance at the appropriate step of the grievance procedure.

D. Failure of the Employer at any step of the procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the next step in the grievance procedure. The time limit specified in the procedure may be extended in any specific instance by mutual consent in writing, however, signed by the Superintendent of Schools and the Union President.

E. The following matters shall not be the basis of any grievance:

1. Termination of services or failure to re-employ by the Board of any probationary teacher;
2. Placing by the Board of a non-tenure teacher on a third year probation;
3. Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law, including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended M.S.A. 15.1971, etc.)
4. Promotions

F. The Union and/or teacher filing a grievance shall have the following rights:

1. To be present at the hearing;
2. To hear testimony given;
3. To give testimony in his own behalf;
4. To call others to give testimony in his behalf;
5. To question, either personally or through counsel or his representative, any person giving testimony;
6. To decide whether the hearing should be closed or public.

G. No decision or adjustment of a grievance shall be contrary to the provisions of this Agreement.

H. The Vice-President of the Union may act in the event of the disability, absence, incapacity or death of the President.

I. Notwithstanding any of the foregoing, a grievance involving special education may be directed to the Director of Special Education or the Building Principal, depending upon the nature of the grievance and the people involved.

J. If the grievant brings up new matters before the Michigan Labor Mediation Board or before an arbitrator, the grievance shall be sent back immediately to the Board of Education for a review of its decision.

#### ARTICLE XIII

##### Individual Security and Working Conditions

A. A copy of everything, except confidential material, placed in a teacher's file, shall be given to the teacher when filed. Upon request by the teacher, the teacher shall have the right to examine his file, with the exception of confidential records. A teacher shall be permitted to reproduce any material in his file which is not confidential. A resume of material placed in a teacher's file which is or might be construed to be detrimental shall be disclosed (without necessarily disclosing the source) to the teacher and he shall be given an opportunity to answer, which answer shall be attached to the file copy.

B. If a Supervisor keeps in his possession private written notes or written reports relative to a teacher, such notes or reports may not be used as official records until placed in the teacher's file.



C. A teacher may express to the Assistant Superintendent of Instruction through his principal, in writing, his desire to transfer to another school, classroom, duty or assignment. Such request shall state the following:

1. School or assignment preferences;
2. Grade level preferences;
3. Subject area preferences.

This request shall be kept on file in the office of the Assistant Superintendent of Instruction and given consideration whenever vacancies occur. Consideration will be determined on the basis of qualification, experience, seniority and priority of request, in that order, and the approval of both appropriate school principals -- which approval shall not be withheld arbitrarily. A teacher shall be notified of a decision within sixty (60) days after his application for transfer has been made for a posted vacancy.

D. All efforts shall be exerted to relieve teachers of clerical and non-teaching duties not directly related to their teaching assignments.

E. All teaching vacancies shall be posted in every building on the Union bulletin board thirty days prior to the selection of a teacher whenever it is possible that the vacancy can wait thirty days to be filled. Every qualified applicant shall be entitled to an interview. Qualifications being equal, applicants within the district shall be selected first. Promotional vacancies shall be posted at least thirty days before they are filled.

F. The Board shall make a concerted effort to sponsor additional building programs, bond issues, millage proposals, employ additional staff to:

1. Maintain and establish professional conditions;

2. Conform to the policies and criteria propounded by the North Central Association of Colleges and Secondary Schools;
3. Accomplish the following objectives without creating shortened or half-day time schedules:
  - (a) To assign no more students to a classroom than there are student work stations;
  - (b) To assign no more than twenty-five (25) students to a classroom having ten (10) or more students with reading ability two or more grades below grade level;
  - (c) To assign no more than one hundred (100) English students per secondary English teacher per day;
  - (d) To assign a maximum of twenty-four (24) students per kindergarten class, twenty-five (25) students per other elementary class, twenty-eight (28) students per secondary class and not to exceed twenty-four (24) students for track I and track III classes, except for specialized or experimental instruction and except for that type of lecture, study hall, instruction, or subject matter which permits larger class sizes, such as commercial, music, physical education, industrial and vocational classes, etc.;
  - (e) To assign sufficient staff to provide a minimum of two exposures per week per elementary child in art, music, library and physical education, with the physical education teacher involved in grades kindergarten through six, inclusive;
  - (f) To permit elementary teachers to use their own classrooms, lounges or a room with a library atmosphere for preparation periods;
  - (g) To permit grades kindergarten through six, inclusive, to have recess both morning and afternoon, if feasible within the physical structure and playground area;
  - (h) To assign not to exceed two different subject preparations per secondary teacher unless the teacher desires otherwise;
  - (i) To provide qualified substitute teachers when needed. A teacher shall not be required to assume the responsibility of an absent teacher except in short-term emergencies;

- (j) To provide progressive improvement in student-book ratio in an effort to conform to A.L.A. library standards. A committee shall be established to examine the physical needs of the School Libraries. The committee shall be composed of librarians, the Director of Libraries and administrative personnel;
- (k) To employ two permanent resource teachers in an effort to upgrade substitute teaching in special fields;
- (l) To provide adequate office space, adequate space for special services, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards;
- (m)
  - (i) To provide an unbroken preparation period of at least thirty minutes per day for each elementary special teacher;
  - (ii) To provide one room in each elementary building for teaching Art, and one room in each elementary building for teaching Vocal Music;
  - (iii) To develop a string program for each elementary school;
- (n)
  - (i) To establish a program with an appropriate budget to expose students to experiences that will enrich their understanding and appreciation of Art. Art shall be offered at the Junior High School level;
  - (ii) To provide students showing unusual interest and ability an opportunity to elect additional courses;
  - (iii) To provide that horizontal and vertical curriculum planning meetings shall be held with art teachers in the elementary, Junior High and High School.
- (o) To purchase one additional school bus to be used for field trips and athletic programs;
- (p) To provide senior high school teachers with a fifty-minute duty free lunch period;
- (q) To provide one additional certified elementary instrumental and string music teacher, one elementary art teacher, one elementary music teacher and one elementary physical education teacher;

- (r) To provide elementary band teachers with a teaching area suitable for teaching of instrumental music;
- (s) To provide a class day for students in special education comparable in length to the class day of regular students.

G. Music, art and physical education teachers shall make recommendations relative to grading and evaluation methods.

H. The Fine Arts Department shall have supervisory jurisdiction over Fine Arts Programs presented.

I. A standing committee, representative of the professional teaching staff at the various levels, with representation from the Administration, shall continue to function for the purpose of improving the total educational program. This committee shall submit recommendations periodically to the negotiating teams for negotiation and recommendation to the Board of Education. The majority of the committee shall consist of classroom teachers selected by the Union. The committee may establish and appoint subcommittees.

J. A conference budget shall be created to be used exclusively by counselors;

K. Attendance at conferences, workshops and conventions is desirable to maintain and improve professional competence and proficiency and to enhance the educational program of the School District. Teachers shall be encouraged to participate in such meetings.

L. Teachers in a department shall make written evaluations of their department chairmen. Such evaluations shall be filed with the Superintendent of Schools in May of each year and shall be considered by the administration and Board of Education when reviewing departmental chairmanships. In the event

---

Addendum

(Section XIII - Item P)

A professional study and survey shall be conducted by the school district to determine projected enrollment and physical plant needs of the district.

---

a department chairmanship becomes vacant or a new department chairmanship is created, teachers in that department may submit a written recommendation to the Superintendent of Schools for consideration.

M. Student grades assigned by a teacher are subject to change by the Administration only with consent of the Union.

N. A teacher, with his consent, may be assigned a duty during his preparation period.

O. Unless a teacher is negligent, he shall not be held liable by the Board of Education for student property loss.

#### ARTICLE XIV

##### Summer School Employment

A. A teacher desiring summer school position must file his name and the position for which he is certified and qualified to teach, with the Assistant Superintendent of Schools by April 1st of each year.

B. A permanent list of all certified applicants shall be arranged in blocks by the year that they apply, ranked by years of teaching experience in the School District. This list shall be posted on the Bulletin Board in each building by May 1st of each year.

C. As each teacher is selected for summer school employment, his name shall be placed at the bottom of the block of teachers who apply the following year according to the example which follows hereafter.

D. Each new applicant for summer school employment shall be placed in the block of teachers who apply that year.

E. If an applicant refuses a position, he shall be treated as if he did accept the position.

F. A teacher whose rank entitled him to be chosen for a summer school position but who is not selected, shall receive upon written request, a written statement from the summer school principal listing the specific reasons why he was not appointed to the position.

G. Special educational programs pursuant to Federal Act shall not be considered summer school.

H. An example of summer school employment selective process is as follows:

<u>1966</u>	<u>1967</u>	<u>1968</u>	<u>1969</u>	<u>1970</u>
1 Math ✓	12 Math ✓	19 Math ✓	7 Math ✓	13 English ✓
2 Math ✓	13 English ✓	1 Math ✓	10 English ✓	14 Math ✓
3 English ✓	14 Math ✓	2 Math ✓	22 English ✓	16 Math ✓
	-----			17 English ✓
4 Soc.St. ✓	15 Soc.St. ) ✓	3 English ✓	23 English ✓	18 Math ✓
5 English ✓	16 Math ) ✓		24 Math ✓	20 English ✓
6 Soc.St. ✓	17 English ) New ✓	5 English ✓	12 Math ✓	26 Science ✓
7 Math ✓	18 Math ) ✓	6 Soc.St. ✓	13 English	28 English ✓
8 Science ✓	19 Math )	7 Math	14 Math	29 Soc.St. ✓
9 English ✓	20 English ) ✓	8 Science ✓	15 Soc.St. ✓	30 Math
10 English ✓	21 Science ) ✓	9 English ✓	16 Math	19 Math
	-----			1 Math
11 Soc.St. ✓	1 Math	10 English	17 English	2 Math
12 Math	2 Math	11 Soc.St. ✓	18 Math	3 English
		-----		
13 English	3 English	22 English )	20 English	5 English
14 Math	4 Soc.St. ✓	23 English ) New	21 Science ✓	6 Soc.St. ✓
15	5 English	24 Math )	4 Soc.St. ✓	8 Science
			-----	
			26 Science )	
16	6 Soc.St.	25 Soc.St. ) ✓	27 Soc.St. ) ✓	9 English
		-----		
	7 Math	12 Math	28 English ) New	11 Soc.St. ✓
	8 Science	13 English	29 Soc.St. )	25 Soc.St.
	9 English	14 Math	30 Math )	-----
	10 English	15 Soc.St.	-----	31 English )
				32 Math )
				33 Soc.St. )
				-----
	11 Soc.St.	16 Math	1 Math	7 Math

(Cont'd)

<u>1966</u>	<u>1967</u>	<u>1968</u>	<u>1969</u>	<u>1970</u>
		17 English	2 Math	10 English
		18 English	3 Math	22 English
		21 Science	3 English	23 English
		4 Soc.St.	5 English	24 Math
			6 Soc.St.	12 Math
			8 Science	15 Soc.St.
			9 English	21 Science
			11 Soc.St.	4 Soc.St.
			25 Soc.St.	27 Soc.St.

Selected

#### ARTICLE XV

##### Sabbatical Leave

A. Sabbatical leave of absence may be granted, subject to the approval of the Board of Education, upon the recommendation of the Superintendent of Schools, when in its considered judgment, the professional competence of the staff member and the general welfare of the school system will be benefitted.

Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing and travel. Applications for sabbatical leave for other types of experience shall be considered on their merits.

1. The Board after a teacher has been employed at least 7 consecutive years by said Board and at the end of each additional period of 7 or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time; Provided, That the teacher holds a permanent or life certificate. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a Contract, and may be paid compensation as provided in the rules and regulations of said Board: Provided, however, That said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.



A teacher upon return from a sabbatical leave shall be restored to his or her teacher position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to law.

2. Absence from service in the district for a period of not more than one year under a leave of absence without pay, granted by the Board of Education for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required by this section and shall be included as a year of service in computing the seven consecutive years.
3. A maximum of one percent of the professional employees may be granted sabbatical leave each year.
4. As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the secretary of the Board of Education a written agreement stipulating that he will remain in the service of the East Detroit Public Schools for a period of two years after the expiration of said leave.
5. The compensation for the staff member on sabbatical leave shall be three-fifths of the base salary he would receive if on active staff status for the period in which the leave is effective, payable when other staff salaries are paid with appropriate retirement deductions; Provided, however, that the sabbatical leave salary may be adjusted when the recipient receives additional awards or grants in order that the employee shall not receive more compensation than if he had not taken sabbatical leave.
6. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
7. The regular sick leave policy relative to accumulations shall apply to an employee on sabbatical leave.
8. Any employee granted a leave of absence pursuant to this policy may be required to perform such services and to engage in such activities during his leave as the Superintendent of Schools, with the approval of the Board of Education and the employee, may agree upon in writing.

B. Application for sabbatical leave must be filed in writing with the Superintendent of Schools by March 15th for leaves beginning with the first semester, and by October 15th for leaves commencing the second semester.

The Superintendent shall give notice to the applicant whether the request is granted or rejected within thirty (30) days after the due date for filing the application.

1. The application shall contain the following information:

(a) If for formal study: A program of work shall be outlined which will qualify the applicant for a higher credential in his profession or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

(b) For research and/or writing: The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

(c) For travel: A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

(d) For other reasons: A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school system.

2. Upon receipt of all such applications, the Superintendent shall consider the following factors:

- (a) Date of filing application;
- (b) Purpose of the leave;
- (c) Seniority of service in the school system;
- (d) Professional growth of the staff member;
- (e) Potential benefit to the school system;
- (f) Other factors deemed important

C. When an employee completes the planned program of the leave, but does not return to service in the East Detroit Public Schools, he shall within two (2) years, repay to the Board of Education the amount received by him during the sabbatical leave. If an employee does not remain in the East Detroit Public School system for two (2) years immediately following his sabbatical leave, he shall within two (2) years after leaving the system repay the Board of Education the amount of money received by him during the sabbatical leave except that if a teacher does return and teach for one (1) year, he shall repay the Board of Education only one-half the amount received

by him from the Board of Education.

D. Conditions of leave:

1. A sabbatical leave once granted may not be terminated and employment resumed in the School District before the date of expiration of the sabbatical leave, except as otherwise agreed upon by the Superintendent, the Board of Education and the employee.
2. An employee shall immediately obtain prior approval from the Superintendent of Schools for substantial changes in the planned program of the sabbatical leave as outlined in the approved application.
3. The employee shall file an interim report at the midpoint of the period for which the leave is taken and shall file a final written report with the Superintendent of Schools not later than a month after the day on which the employee again takes up active service. An employee on sabbatical leave must notify the Superintendent within ten days of any accident, illness or condition which prohibits him from completing the approved program.

ARTICLE XVI

Use of Employer's Facilities

The Union may use a building, without charge, for employee membership meetings with the consent of the appropriate building principal, providing such use does not interfere with the educational program of the School District. The Union agrees to reimburse the Board for any damage.

ARTICLE XVII

Funeral Leave

A teacher shall be allowed three working days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. "Immediate family" shall be as defined in Article XXIII (E) 2.

ARTICLE XVIII

Supplemental Salary Percentages

During the term of this contract, supplemental salary percentages shall be as follows:

<u>A. Coaching Position</u>	<u>No. of Teachers</u>	<u>Percentage of Salary</u>
Head Varsity Football	1	12
Assistant Varsity Football	2	8
Junior Varsity Football	2	8
9th Grade Football	3	6
8th Grade Football	3	6
Varsity Cross Country	1	6
Head Varsity Basketball	1	12
Jr. Varsity Basketball	1	8
9th Grade Basketball	3	6
8th Grade Basketball	3	6
7th Grade Basketball	3	6
Varsity Wrestling	1	8-1/2
Varsity Track	1	9
Ass't. Track	1	6-1/2
9th Grade Track	3	6
Varsity Baseball	1	9
9th Grade Baseball	1	6
Varsity Tennis	1	6-1/2
H.S. Girls Intramurals	1	5
H.S. Cheerleading	1	5
J.H. Cheerleading	3	3
Varsity Swimming Coach - when pool opens	1	8-1/2
Jr. High Track Assistant )	3	4
Ass't. Varsity Football )	1	8
8th Grade Football Ass't. ) 1966-1967	3	4
9th Grade Football Ass't. )	3	4
Jr. Varsity Baseball Coach )	1	7
Jr. Varsity Wrestling ) 1967-1968	1	7
Varsity Golf )	1	5
Jr. H.S. Intramural Director	3	10

<u>B. Drama</u>	<u>No. of Teachers</u>	<u>Percentage of Salary</u>
H.S. Drama	1	4-1/2
J.H. Drama	3	3
Forensic	1	3
Debate	1	4-1/2

  

<u>C.</u>		
High School Band	1	9
Jr. High Band	3	7
High School Vocal Music	1	6
Jr. High Vocal Music	3	4
High School Counselor	6	4-1/2
	1/2	2-1/4
Jr. High Counselor	8	4-1/2
Year Book	1	3-1/2
Newspaper Advisor	1	3-1/2

ARTICLE XIX

Teaching Day

A. The starting and dismissal times for students shall be as follows for the 1967-68 school year:

High School - 8:00 a.m. to 3:25 p.m.

Junior High School

Kelly - 8:00 a.m. to 3:00 p.m.

Oakwood - 8:00 a.m. to 3:30 p.m.

Grant - 8:15 a.m. to 2:50 p.m.

Elementary - 9:00 a.m. to 3:10 p.m.

The starting and dismissal times are subject to modification by statute or Board regulations, provided however, that no modification made by the Board shall increase the length of the teacher's work day.

B. The regular teacher's work day shall be as follows:

1. High School - 7:55 a.m. to 3:25 p.m. Each teacher shall have

five assignments, two preparation periods of at least fifty-five (55) minutes each and a thirty minute, duty-free lunch period.

2. Elementary Schools - 8:45 a.m. to 3:45 p.m. - Monday through Thursday; Friday - 8:45 a.m. to 3:30 p.m. Each teacher shall have a sixty-minute, duty-free lunch period and a minimum of four hours of preparation time per week.
3. Junior High Schools - Each teacher shall have five assignments, two preparation periods of at least fifty (50) minutes each and a fifty (50) minute duty-free lunch period.

Grant - 8:00 a.m. to 3:30 p.m.  
 Kelly - 7:45 a.m. to 3:15 p.m.  
 Oakwood - 7:45 a.m. to 3:15 p.m.  
 or 8:00 a.m. to 3:30 p.m.

ARTICLE XX

Salary Schedule

A. During the term of this Contract, all teachers within the Bargaining Unit shall be paid in accordance with the following salary schedule:

Revised Proposal, August 11

<u>STEP</u>	<u>A.B.</u>	<u>A.B.+20</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>	<u>DOCTORATE</u>
0	6300	6500	6650	6900	7150	8000
1	6500	6700	7050	7300	7550	8500
2	6800	7000	7450	7700	7950	9000
3	7100	7300	7850	8100	8350	9500
4	7400	7600	8250	8500	8750	10,000
5	7700	7900	8650	8900	9150	10,500
6	8000	8200	9050	9300	9550	11,000
7	8350	8550	9500	9800	10,050	11,500
8	8700	8900	10,000	10,300	10,550	12,000
9	9050	9250	10,500	10,800	11,050	12,500
10	9500	9750	11,100	11,350	11,600	13,000

B. A substitute shall be paid in accordance with the following schedule:

1. \$24.00 per day if the Substitute has not obtained a B.A. Degree (90-day Special Permit);
2. \$26.00 per day if the Substitute has obtained a B.A. Degree (Provisional Certificate);

3. \$26.00 per day if the teacher has not obtained a B.A. Degree if the teacher substitutes for ten consecutive days or more;
4. \$28.00 per day if the Substitute has obtained a B.A. Degree and substitutes for ten consecutive days or more;
5. A regular teacher will be paid \$6.00 per class hour for substituting.

C. Professional longevity. A teacher who has served in the system more than twenty years and who has completed four semesters credit hours beyond his contract salary schedule level any time since his fifteenth year in the system, shall receive Three Hundred (\$300.00) Dollars in addition to his contract salary. Such hours shall be taken at an accredited college or university.

D. Outside credit. At the time of initial employment, full credit on the salary schedule shall be given for fully certificated teaching experience outside the School District of the City of East Detroit to the extent of the experience credit given for experience within the East Detroit School District (10 years) as follows:

- 1967-1968 - 6 years outside credit allowed;
- 1968-1969 - 7 years outside credit allowed;
- 1969-1970 - 8 years outside credit allowed;
- 1970-1971 - 9 years outside credit allowed;
- 1971-1972 - 10 years outside credit allowed.

A returning employee shall be granted full credit for previous teaching experience within the School District.

E. A teacher not covered by a supplemental contract shall be paid \$6.00 per hour for participation in or sponsoring of assigned activities after the normal school day where there is an admission fee charged.

## ARTICLE XXI

### Tax Sheltered Annuities

The Board of Education shall, at the option of the teacher, adjust the monthly or annual salary of the teacher and use the money from such adjustments to purchase annuities to provide assistance in supplementing such employee's pension benefits. The Mutual Life Insurance Company of New York and John Hancock Mutual Life Insurance Company of Boston, Massachusetts, shall be the official carriers providing that they shall adhere to the following:

1. Submit a monthly billing to the Board of Education Business office to cover payroll deductions for participating members;
2. Handle collections for employees already enrolled with other companies and resubmit such collections to said companies;
3. List annuity premiums on one billing;
4. Submit to each participant a statement at the end of each year showing the amounts of annuity at retirement, the amount of paid up annuity already purchased, the present guaranteed cash value of the policy and the amount of the current dividend and dividend additions.

## ARTICLE XXII

### Hospitalization

The Board shall pay the premium for hospitalization coverage for the teacher and his family and provide a carrier with insurance comparable to Blue Cross-Blue Shield, M-75 Plan, Semi-Private Plans B, C and D. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is due to the illness of the employee or sabbatical leave. The selection of the carrier shall be by mutual agreement of the employer and representatives of all employee bargaining units.



ARTICLE XXIII

Sick Leave

A. Each teacher covered by this agreement shall accumulate one day of sick leave allowance for each month the teacher receives pay in his regular yearly position but not to exceed ten days per year. However, a new teacher shall be advanced five days sick leave. Unused sick leave allowance shall accumulate to a maximum of 150 days and be designated as "accumulated sick leave allowance." When leave is exhausted, such employee shall not accrue any more days unless working. An employee's absence shall be chargeable to his accumulated sick leave allowance. An employee, while on sick leave, shall be deemed to be on contingent employment for the purpose of computing all benefits referred to in this agreement.

B. One-half of the teacher's current daily salary shall be paid by June 30 of each year for days accumulated beyond 150 days and not used.

C. Upon proof of retirement under the Michigan Employment Retirement Act, a teacher shall be paid a sick leave allowance accumulated to June 30, 1961, in accordance with the following formula:

1960-61 School Year Rate or Salary X 85% X the number of accumulated sick leave days.

If at the time of retirement, sick leave allowance accumulated to June 30, 1961, has been reduced at any time because of absence from duty for any reason stated in this contract, the teacher's severance pay shall be reduced accordingly.

D. In the event of death, accumulated sick leave allowance shall be paid to the teacher's estate or beneficiary at the same rate and condition as

would accrue on retirement.

E. Upon proper notice to the Superintendent of Schools, or someone designated by him, a teacher's absence due to the following causes may be charged against accumulated sick leave allowance:

1. Personal injury or illness -

(a) If absent three or more working days, a doctor's statement certifying illness or injury may be required.

(b) If illness is of a serious or contagious nature, a certificate from his physician certifying recovery shall be required.

2. Serious illness or serious injury of a member of the teacher's immediate family for a period of not to exceed three working days. Spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law and a relative living and making his home in the teacher's household shall be included in the teacher's "immediate family." Upon request of the teacher, the Board may grant leave allowance even though the person who is injured, ill or deceased is not within the teacher's "immediate family."

3. Personal Business Leave -

A teacher may use three days of his accumulated sick leave allowance annually for any reason, except outside employment, upon two days, written notice, upon approved forms, to the Superintendent of Schools, except the days immediately preceding and following a legal school holiday (legal school holiday shall be as defined in the Annual School Calendar) and during the last week of a semester.

F. Sick leave allowance shall not occur, be used or granted for additional service such as Night School, Summer School, Election Duty, and supplemental assignments. If a teacher's employment is terminated for any reason other than death, disability, incapacity or retirement under the provisions of Michigan laws relating to retirement systems for public school employees, or Federal Social Security Retirement Laws, all accumulated sick leave allowance shall be forfeited. In the event a teacher resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

G. In case of absence, the teacher shall notify the Assistant Superintendent of Schools of his absence and return as noted in respective Articles herein. Failure of proper notice when a substitute has been placed on duty will result in deduction of the teacher's regular daily wages.

H. The Board shall provide at least annually, evidence of sick leave accumulation for each teacher. This evidence of sick leave accumulation shall be placed on the pay stub of each teacher.

I. A teacher shall not accumulate a day of sick leave during any month in which the teacher receives pay for less than the majority of the scheduled working days in that month.

J. Upon recommendation of the Superintendent, the Board of Education may, at the School District's expense, require a teacher to submit to physical or mental examination by an appropriate specialist to determine if sick leave is warranted.

K. Sick Bank -

1. A sick leave bank shall be established
2. All members of the bargaining unit who have completed one year of employment with the School District may participate in the sick bank.
3. Each participating teacher shall contribute one day of his sick leave days in the first month of eligibility and thereafter, one day each time the bank is depleted. If participating teachers do not have sufficient individual sick leave days accumulated to enable them to contribute one day per participating teacher to the sick bank, to total the number of participating teachers, the Board of Education shall contribute additional sick leave days to total the number of participating members. (Example:) If there are two hundred participating teachers and the sick bank has been completely exhausted, the two hundred teachers will be requested to contribute one day per teacher. If ten of the two hundred teachers have exhausted their own accumulated sick leave and are unable to contribute a day, the Board of Education will then contribute one day for each of the ten or a

total of ten days to the sick bank.

4. Withdrawal may be made immediately upon depletion of personal sick leave.
5. Maximum withdrawal from the sick bank shall be one hundred days for any one illness or injury or complication thereof.
6. A teacher withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.
7. Application for withdrawal from the sick bank shall be submitted to a review board consisting of three persons selected by the Union. This board shall review and approve or disapprove all requests for withdrawal. However, if the Board of Education concludes that the sick bank policy is being abused, the Board of Education shall have the final decision as to a request of withdrawal.
8. Applications for use of the bank prepared by the Union shall be available upon request from the office of the Assistant Superintendent of Schools.

L. If a teacher, who is not a participating member of the sick leave bank, has exhausted his accumulated sick leave allowance, the Board shall consider the merits of the teacher's situation and may, on the basis of the teacher's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the teacher's accumulated sick leave allowance, or for reasons other than those hereinbefore specified, shall result in loss of pay.

#### ARTICLE XXIV

##### Jury Duty

A teacher who serves on jury duty shall be paid the difference between his daily pay for jury duty and his regular daily salary for each day in which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work.

ARTICLE XXV

Ratification

The Union agrees to submit this Agreement to the teachers for ratification by them on or before September 5, 1967 and recommend to the teachers that it be ratified.

ARTICLE XXVI

Veterans

- A. Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.
- B. A teacher who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his reserve pay and his regular pay with the School District when he is on full time active duty in the Reserve or National Guard (provided proof of service and pay is submitted) for a maximum of two weeks per year, except in the case of an emergency approved by the Board, who may extend time.

ARTICLE XXVII

Leaves of Absence

- A. Leaves of absence for reasonable periods, not to exceed one year shall be granted without loss of seniority upon written request for:
1. Service in Governmental Agency, State or Nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent;
  2. Maternity Leave - A leave of absence without pay shall be granted to a female teacher because of pregnancy. Such teacher must leave her assignment within ninety calendar days from the beginning of pregnancy. A teacher on maternity leave may return to duties six weeks after the birth of the child if a position is available and upon the presentation of a doctor's certificate that the teacher could assume the assigned duties without any detriment to her health.

3. Illness leave;
4. Serving in an appointed or elected position with the Union;
5. Prolonged illness in immediate family - "Immediate family" shall be as defined in Article XXIII;
6. Leaves may be extended for not to exceed one year by the Board for good cause;
7. A teacher, when authorized by the Board, may attend meetings vital to the interests of the schools in the District and may be absent from duty without loss of pay and leave allowance, but may be required to submit an evaluation of such visit, conference or meeting.

B. Leave for National Defense in excess of two weeks - a teacher absent from duty because of service in the Military Forces of the State of Michigan or the United States because he is inducted or enlists for one period of enlistment shall be considered on leave without pay, but shall be entitled to all salary schedule increments, excepting sick leave allowance, as if he were not absent from duty, providing he returns to duty within sixty days after release from such military service.

C. A request for leave shall be answered by the Board in writing within fourteen days from receipt of the request by the Superintendent of Schools.

D. Re-employment during the school year shall be at the discretion of the Board and re-employment at the beginning of a new school year shall depend upon an opening on the staff for which the teacher is qualified. A teacher returning from leave shall have priority over new applicants. If two or more teachers returning from leave are both qualified for an opening, the selection shall be made by the administrative staff, subject to approval of the Board of Education.

ARTICLE XXVIII

Probationary Teachers

A. A probationary teacher shall receive a minimum of three formal written reports annually, the first report to be filed not later than the end of the first semester. The report should be forwarded to the Superintendent of Schools for filing in the teacher's official file and a copy shall be forwarded to the Assistant Superintendent of Instruction. A teacher shall have the right to add any information or comments he feels are pertinent to the report.

B. At least one report for first year probationary teachers shall be based on classroom observation by a member of the central administrative staff.

ARTICLE XXIX

School Calendar

September 4	Labor Day
September 5	Teachers Return
September 7	Students Return
November 2, 3	Institute Days
November 23, 24	Thanksgiving Recess
December 22	Schools close at end of day for Christmas recess
January 2	Schools re-open
January 25, 26	Record days (End of first semester)
January 29	Begin second semester
April 11 (Thursday)	Schools close at end of day for spring recess
April 22	Schools re-open
May 30, 31	Memorial Day recess
June 12, 13, 14	Record days (End of second semester)

First semester - 90 days

Second semester - 90 days

Inclusive of four one-half day curriculum planning sessions

October 17, December 5, March 5 and May 7

ARTICLE XXX

Designation of Terms

1. Whenever the term "Principal" or "Immediate Supervisor" is used, it is to include the administrator of any work location, functional division or group.
2. Whenever the term "teacher" is used, it is to include any member of the bargaining unit.
3. The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written in the plural, feminine or neuter.
4. The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.
5. Whenever the term "school" is used, it is to include any work location, functional division or group in which a grievance may arise.
6. The term "school year" shall mean a twelve-month period commencing on the first Tuesday immediately following the first Monday in September of each year.

IN WITNESS WHEREOF, the parties hereunto have caused this instrument to be executed the day and year first above written.

THE EAST DETROIT  
FEDERATION OF TEACHERS

SCHOOL DISTRICT OF THE CITY  
OF EAST DETROIT, MACOMB COUNTY, MICHIGAN

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_