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Collective Bargaining Contract

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EAST DETROIT
FEDERATION OF TEACHERS
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and

EAST DETROIT
BOARD OF EDUCATION

 133

*East Detroit Public Schools
Bd. of Education Office
15700 Nine Mile Road
East Detroit, Mich. 48021*

East Detroit Bd. of Education

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ARTICLE I PURPOSE AND SCOPE

1.1 This Agreement entered into this 19th day of September, 1974 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."

1.2 This contract shall continue in full force and effect until 11:59 p.m. September 1, 1975. Negotiations shall be recommenced with regard to a subsequent contract not later than sixty (60) days prior to the expiration of this Agreement. No provision of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.

1.3 While this contract is in effect, The Board 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.

1.4 This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.

1.5 This Agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage, and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, manage-

ment and carrying on of the public school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.

1.6 The Board reaffirms its policy of not depriving teachers of their constitutional rights. The Board shall 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 do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.

1.7.1 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 provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

1.7.2 In the event this agreement or any part of it shall at any time be held to be contrary to such laws, the parties will meet to re-negotiate the items in question.

1.8 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.

1.9.1 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.

1.9.2 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.

1.9.3 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.

1.9.4 Membership in any employment group shall not be required as a condition of employment of any teacher with the Board. Further, nothing herein shall prohibit or require any teacher from

being a member of or participant in the activities of any Union group except as required by the provisions of this Contract.

1.9.5 The Board shall seek out and hire a certified integrated Staff reflective of all races.

ARTICLE II RECOGNITION AND UNION RIGHTS

2.1 Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)—(22)—as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17.455 (1)—(8)—up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)—(32), the Board does hereby recognize the East Detroit Federation of Teachers as the exclusive representative of all certified instructional personnel, including the vocationally certified nurse, vocationally certified instructors, employees on sabbatical leave with compensation; and the following Special Services personnel: Social Workers, Diagnosticians, and Registered Nurses; excluding Supervisors, Superintendent, Assistant Superintendents, Administrative Assistant in charge of Personnel, Administrative Assistant in charge of Curriculum, Director of Special Education, Director of Libraries, Athletic Director, Audio-visual Director, Adult Education Director, Principals, Assistant Principals, In-service Administrators, Director of Guidance Counseling and Pupil Services, Department Chairmen, Assistant Department Chairmen, employees on a non-compensable medical leave, maternity leave, or special leave, and all other employees.

2.1.1 Any bargaining unit position vacated for more than thirty (30) days by transfer or unpaid leave of absence shall be filled by a teacher who shall be given a contract. Subject contract will be retroactive to the first day of a thirty (30) day period for which the position was continuously filled by that teacher. Employment shall be terminated when the seniority employee returns to the bargaining unit or at the end of the school year.

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

2.3 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.

2.4 One-tenth (1/10) 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 nine 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.

2.5 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.

2.6 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 administrative 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.

2.7 The Union agrees to reimburse any teacher for the amount of any monies paid to the Union by the Board which payment is, or may be determined to be, improper, and the Union agrees to hold the Board harmless from claims of improper deductions.

2.8 In the event a teacher receives a back pay settlement, or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

2.9.1 Each member of the Bargaining Unit shall

be free to join or not join the Union, and no member shall be penalized for not becoming a member of the Union. Following execution of this Agreement, each member of the Bargaining Unit shall either:

2.9.2 Be a member of the Union and execute an authorization for payment of Union dues annually, or

2.9.3 Execute an authorization for payment annually of a service fee equal to the Union dues to be paid to the Union for benefits received by the member as a result of collective bargaining and other services in his behalf by the Union. Such authorization shall be executed within twenty (20) days following ratification of this Agreement by the Union and the Board.

2.9.4 If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the employer, he shall be dismissed from employment in the district at the close of the first semester.

2.10 The Union agrees to reimburse the Board for the amount of any money deducted by the Board and paid to the Union, which deduction is, or may be determined to be illegal and improper, or is in excess of a proper deduction. The Union further agrees to hold the Board harmless from any claims, deductions, costs and attorney fees incurred by the Board in connection with this Article of the contract.

2.11 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.

2.12 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.

2.13 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.

2.14 Board agendas and the Superintendent's Report shall be provided for the Union President, the Negotiations Chairman and copies shall be sent to each Union Building Representative for posting on the Union bulletin board.

2.15 Conference days — The Union is granted twenty-five (25) Union business conference days, which may be used by such member or members of the Bargaining Unit as the Union President, in his sole discretion, shall determine. The Union shall provide twenty-four (24) hours advance notice in writing or at the latest by means of the school district tape answering service. These days shall be used in units no less than one-half day in length.

2.16.1 The Union President shall be released half time. If the President is from the secondary, he shall be assigned two teaching periods and one prep. He shall be released for three teaching periods, exclusive of lunch. If the President is from the elementary, he shall be assigned 1/2 day and

shall be released 1/2 day, exclusive of lunch. The Union shall reimburse the Board for one-half of his salary, exclusive of fringe benefits.

2.16.2 In non-negotiating years the Union negotiating chairman shall be released 1/6 time. If he is from the secondary, he shall be assigned four (4) teaching periods and one (1) prep. He shall be released for one teaching period, exclusive of lunch.

In negotiating years, the Union negotiating chairman shall be released 1/3 time. If he is from the secondary, he shall be assigned three (3) teaching periods and one (1) prep. He shall be released for two teaching periods, exclusive of lunch. If he is from the elementary, he shall be assigned one (1) full day and four (4) half days and be released four (4) half days per week. The union shall reimburse the Board for 1/3 of his salary exclusive of fringe benefits.

2.16.3 The Union treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for his daily salary, exclusive of fringe benefits.

2.17.1 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.

Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his initials or signature.

2.17.2 The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.

2.18 The union shall have the right to place material in the mail boxes of all teachers and other professional employees.

1. Material detrimental to the employer and employee relationship shall not be placed in the mail boxes.
2. A copy of material for general distribution shall be given to the building principal and the superintendent.
3. All material placed in the mail boxes shall contain on it the identity of the sender.
4. The Union, Teachers or the Board shall not use the school mail boxes for distribution of local school board candidate's campaign materials.

2.19 Special conferences for important matters shall be arranged between the local President and a designated representative of the Board upon the request of either party. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.

Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the

time the conference is requested. Matters taken up in a 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.

2.20 The Union may use a building without charge, provided there is no additional cost to the Board, for employee membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The Union agrees to reimburse the Board for any damage.

ARTICLE III INDIVIDUAL SECURITY AND WORKING CONDITIONS

3.1.1 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. However, a topical listing of confidential materials included in his file but not available for his examination under the terms of this Agreement shall be furnished each teacher who makes such a request. 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 to the teacher and he shall be given an opportunity to answer, which answer shall be attached to the file copy.

3.1.2 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.

3.2 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 shall 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. Notice of vacancies occurring during the summer shall be sent to all teachers who file their names and mailing addresses with the Personnel Office prior to the last day of the school year.

3.3 Tentative assignments for the next school year shall be posted twenty (20) days prior to the end of the present school year.

3.4 All efforts shall be exerted to relieve teachers of clerical and non-teaching duties not directly related to their teaching assignments. To assist in accomplishing the above goal, one four-hour office co-op student will be assigned to each elementary building for the use of the teaching staff.

3.5 All teaching vacancies shall be posted in every building on the Union bulletin board thirty (30) days prior to the selection of a teacher whenever it is possible that the vacancy can wait thirty (30) days to be filled. Every qualified applicant shall be entitled to an interview. Qualifications being equal, applicants within the district shall be selected first.

3.6 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.

3.6.1 To assign no more students to a classroom than there are student work stations;

3.6.2 Placement of students shall be entrusted to the integrity and judgment of the total professional staff of each building, who shall assess the total ability of the pupils. In reaching such a determination, the total professional staff of the building shall take into consideration the reading ability of the students;

3.6.3 To assign no more than one hundred (100) English students per secondary English teacher per day;

3.6.4 The maximum class size for students in the East Detroit Public Schools shall be as follows:

Twenty-nine (29) students for kindergarten and first grade; a ratio of thirty-two (32) students per teacher for grades two through six; thirty-four (34)

students per secondary class and not to exceed twenty-five (25) students for adjusted classes. When class size is exceeded, the administration shall send the teacher a letter explaining why the class size is being exceeded and what steps are being taken to correct the problem.

Special Education classes shall meet the standards prescribed by state law. Exceptions may be made for specialized instruction or experimental instruction, or that type of lecture, study hall, instruction, or subject matter which permits larger class sizes such as commercial, vocal, or instrumental music, physical education, and industrial or vocational classes. Elementary teachers in grades kindergarten through six, excluding the areas of art, music, physical education, library and band, shall not be assigned to teach more than one grade in a school year.

No teacher in the elementary schools shall be required to assume the duty of teaching a split grade class without his or consent. If no teacher accepts the split class, then the building administrator may select a teacher to teach the split class. Such split class size shall be limited to twenty-five (25) students.

3.6.5 To assign sufficient staff to provide a minimum of two exposures per week per elementary child in art, music, and physical education, with the physical education teacher involved in grades kindergarten through six, inclusive.

3.6.6 In the secondary schools, to assign not to exceed two different subject preparations and one adjusted section per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.

3.6.7 To employ two (2) permanent resource teachers in an effort to upgrade substitute teaching in special fields;

3.6.8 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;

3.6.9 To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music;

3.6.10 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 level;

3.6.11 To provide students showing unusual interest and ability an opportunity to elect additional courses;

3.6.12 To provide the elementary band teacher with a teaching area suitable for teaching of instrumental music;

3.6.13 To provide a class a day for students in special education comparable in length to the class day of regular students;

3.7 Teachers may make recommendations relative to grading and evaluation methods. Department Chairmen shall consider these recommendations from their staff.

3.8 A standing committee consisting of teachers from various levels and the administration but whose

majority shall be teachers shall continue to function for the purpose of improving the total educational program. This committee may establish and appoint sub-committees. Teachers shall participate in changes or additions in curriculum, instructional materials, instruction or textbooks and shall have representation on all committees involving these areas. All recommendations shall be referred to the negotiating committees.

3.9 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. The Board will attempt to make available and post in all buildings a list of all educational conferences and conventions received by the administration in sufficient time so that teachers may make application and shall allocate to the teachers in each building a conference budget to be used for teachers attendance at educational conferences and conventions. Decisions relative to the spending of these monies shall be made by the building principal in consultation with the staff. The building principal shall make a monthly written statement of expenditures and uses.

3.10 The Union agrees to reimburse the School District for the use of expendable materials used by the Union.

3.11 It is the responsibility of the employee to keep the school district informed of his current mailing address and other pertinent information during the normal school year. Such information shall remain confidential unless otherwise authorized by the

employee. A teacher's name, address and/or phone number shall be published in the School Directory, unless the teacher indicates on the school directory card that his address and/or telephone number shall be withheld.

3.12 A teacher attaining age sixty-five (65) shall be retired at the end of that school year.

3.13 A teacher, with his consent, may be assigned a duty during his preparation period and/or during his lunch period.

3.14 Unless a teacher is negligent, he shall not be held liable by the Board for property loss or damages.

3.15 Teachers may use classrooms, lounges, or a room with a library atmosphere for preparation periods.

3.16 No teacher may be demoted or dismissed from service without a hearing before the Board if he requests one.

3.17 A teacher upon request with justifiable reasons shall be provided with a key to the building(s) to which he is assigned.

3.18 Teachers in a department may make written evaluations of their department chairman. Such evaluations shall be identified as to the evaluator and shall be sent directly to the Superintendent of Schools by the person making the evaluation and shall be considered by the administration and the Board when reviewing departmental chairmanships. In the event a department chairmanship becomes vacant

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

3.19 The counselor's year shall contain fifteen working days more than the normal teacher's. The student counselor ratio shall be 450-1.

3.20 Grades kindergarten through six, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area;

3.21 Elementary teachers of art, music, physical education, and library may determine their class load and schedules in each building in consultation with the building principal. The final decision shall rest with the building principal. If a teacher determines that the building principal's decision is arbitrary, the teacher shall have recourse through the grievance procedure.

3.22 Substitute teachers with training and/or experience in Special Education will be available as substitutes in Special Education. Prior to working, these substitutes shall receive appropriate in-service training in all types of East Detroit Special Education classrooms. Such training shall be accomplished by November 1 of each year.

3.23 Children in elementary Type "A" Special Education Classes shall have regular Art, Music, Library, and Physical Education classes provided the special education teacher remains with the students if the special teacher so desires. Children in other Special Education classes shall attend existing Art, Music, Library, and Physical Education classes when deemed appropriate by the Special Education

Teacher, the Special Teacher, the Principal, and the Director of Special Education.

3.24 The starting and dismissal times shall be as follows for the Elementary students: 8:45 to 11:25 a.m. and 12:30 p.m. to 3:10 p.m.

3.25 The regular teacher's work day shall be:

Secondary—five teaching periods, one prep period, one lunch period—55 minute periods excepting one 60 minute period; no more than four consecutive periods to be assigned unless teacher consents.

Teachers will report ten minutes before their assignment. Teachers may leave five minutes after their last assignment.

3.26 Elementary day—Teacher entry at 8:40 a.m. Teacher dismissal at 3:25 p.m. Teachers are guaranteed a minimum of 30 minutes preparation time daily. Students shall be exposed to at least five (5) thirty (30) minute special classes per week. Each teacher shall have a sixty (60) minute duty free lunch.

3.27.1 A teacher desiring a 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 1 of each year.

3.27.2 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 1 of each year.

3.27.3 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.

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

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

3.27.6 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.

3.27.7 Special Educational programs pursuant to Federal Acts shall not be considered summer school.

3.27.8 An example of summer school employment selection process follows:

1967

- 1 Math*
 2 Math*
 3 English*

 4 Soc. St.*
 5 English*
 6 Soc. St.*
 7 Math*
 8 Science*
 9 English*
 10 English*

 11 Soc. St.*
 12 Math
 13 English
 14 Math
 15

1968

- 12 Math*
 13 English*
 14 Math*

 15 Soc. St.*
 16 Math*
 17 English*
 18 Math*
 19 Math*
 20 English*
 21 Science*

 1 Math
 2 Math

 3 English
 4 Soc. St.*
 5 English

 6 Soc. St.

1969

- 19 Math*
 1 Math*
 2 Math*

 3 English*

 5 English*
 6 Soc. St.*
 7 Math
 8 Science*
 9 English*

 10 English
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 22 English
 23 English*
 24 Math

 25 Soc. St.*

1970

- 7 Math*
 10 English*
 22 English*
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 24 Math*
 12 Math*
 13 English
 14 Math
 15 Soc. St.*
 16 Math

 17 English
 18 Math

 20 English
 21 Science*
 4 Soc. St.*
 26 Science
 27 Soc. St.*

 28 English*

1971

- 13 English*
 14 Math*
 16 Math*
 17 English*
 18 Math*
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 26 Science*
 28 English*
 29 Soc. St.*
 30 Math
 19 Math
 1 Math
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 8 Science
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 11 Soc. St.*
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7 Math
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21 Science
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29 Soc. St.
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8 Science
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11 Soc. St.
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31 English
32 Math
33 Soc. St.
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24 Math
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15 Soc. St.
21 Science
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*selected
•New

ARTICLE IV GRIEVANCES

4.1 The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher to discuss an alleged grievance with any appropriate member of the administration.

4.2 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 or practice by the Board which may affect wages, hours or other conditions of employment;

4.3 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 as herein provided.

4.4 The Board 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.

4.5 The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.

A. Procedure

1. Step One

If a teacher or the Union has a complaint it shall be discussed with the immediate supervisor individually, together with the Union representative, or through the Union representative. If the teacher or the Union is not satisfied with the results of such discussion, the complaint shall be reduced to writing at which point it shall become a grievance. A written disposition of the grievance shall be rendered within three (3) days.

2. Step Two

In the event the grievant is not satisfied with the disposition of his grievance at Step One he may, within fifteen (15) days of the alleged occurrence of the grievance, submit it to the appropriate Assistant Superintendent or his representative. Each grievance shall state the question(s) at issue, a statement of the facts, the specific Article(s) of the Agreement that allegedly is or are being violated and the relief requested. The Assistant Superintendent or his representative shall render his disposition, in writing within three (3) days from the receipt of the written grievance. A copy of such disposition shall be delivered to the Union President.

3. Step Three

If the answer of the Assistant Superintendent does not resolve the alleged grievance, the Union President, within five (5) days after receipt by the grievant and the 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 six (6) days after receiving the written grievance. The Superintendent shall render his disposition, in writing within five (5) days after the conference.

4. Step Four

If no agreement is reached between the grievant and the Superintendent of Schools, the grievant, within seven (7) 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. The Board 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 (7) calendar days following the meeting.

5. Step Five

- (a) The teacher individually or with the Union may, within ten (10) 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 individually or with the Union within thirty (30) calendar 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.
- (b) 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 (30) calendar days after the conclusion of the testimony and argument.

Fees and expenses for the arbitrator only shall be borne by the party losing the grievance. 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. The Union president will be furnished a copy of all completed grievances.

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

4.6 An 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 the Union president with a copy of all written grievances lodged and the decision rendered relative to such grievances 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. The Board further agrees to provide the Union with an opportunity to be present at any step in the grievance procedure.

4.7 The parties may mutually agree that a particular grievance has applicability beyond the immediate situation, and upon such agreement it may be presented at the appropriate step in the grievance procedure.

4.8 Failure of the Board at any step of the grievance procedure to render his disposition on a grievance within the specified time limit(s) shall move the grievance to the next step in the grievance procedure.

Failure of the grievant to process his claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the grievant with the disposition of the grievance by the Board at any previous step.

4.9 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 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 or by regulation 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 and hiring, providing the procedures established by the provisions of this contract for promoting and hiring are followed.

4.10 The grievant and the Board or its designated representative(s) 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. The grievant alone shall have the right to determine whether the hearing shall be closed or public.

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

4.12 The Executive Vice-President of the Union may act in the event of the disability, absence, incapacity or death of the President. A designated representative of the Board may act in the event of the disability, absence, incapacity or death of the Superintendent.

4.13 Neither party shall submit evidence at the Arbitration or Mediation steps of this procedure which was not previously disclosed to the other party at any or all of the preceding steps of the grievance procedure.

EAST DETROIT PUBLIC SCHOOLS

5.1 Salary Schedule

1974 — 1975

Step	B.A.	B.A.+20	M.A.	M.A.+15	M.A.+30	Ed. Spec. M.A.+60	ED.D. PH.D.
0.0	9,445	9,645	10,218	10,468	10,718	11,218	11,968
1.0	9,708	9,908	10,566	10,816	11,066	11,566	12,316
2.0	10,244	10,444	11,211	11,461	11,711	12,211	12,961
3.0	10,781	10,981	11,801	12,051	12,301	12,801	13,551
4.0	11,264	11,464	12,391	12,644	12,891	13,391	14,141
5.0	11,747	11,947	12,981	13,231	13,481	13,981	14,731
6.0	12,230	12,430	13,625	13,875	14,125	14,625	15,375
7.0	12,712	12,912	14,295	14,545	14,795	15,295	16,045
8.0	13,357	13,557	15,128	15,378	15,628	16,128	16,878
9.0	14,108	14,308	16,040	16,290	16,540	17,040	17,790
10.0	15,718	15,918	17,971	18,221	18,471	18,971	19,721
*15.0	16,218	16,418	18,471	18,721	18,971	19,471	20,221
*20.0	16,718	16,918	18,971	19,221	19,471	19,971	20,721

*See paragraph 5.6

5.1.1 The Board agrees to implement Act 244 of 1974; non-contributory plan

5.2 The first ten (10) of the twenty (20) semester hours of post-graduate work must satisfy or must have satisfied the requirements of the State Board of Education for permanent teacher's certification to be counted in the twenty (20) semester hours; and the other ten (10) hours must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate.) The work beyond the master's degree must be of graduate character in the field of education taken in an accredited institution of higher education.

5.3 Teachers hired after September 8, 1971, the first 18 semester hours of the twenty semester hours, of post-graduate work must satisfy or must have satisfied the requirements of the State Board of Education for permanent teacher's certification to be counted in the twenty (20) semester hours; and the other two (2) semester hours must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate.) The work beyond the master degree must be of graduate character in the field of education taken in an accredited institution of higher education.

5.4 Movement from lane to lane shall be made at the beginning of each semester, when proper certification of work has been submitted to the business office by October 14 or March 14.

5.4.1 Undergraduate work, approved in advance by the Superintendent shall be credited on the salary schedule.

5.5 A regular teacher shall be paid \$6.50 per class hour for substituting. In mutually agreed total or

partial school programs, necessitating re-arrangements of students, with the faculty intact, (meaning that no teacher has left the School District) no additional compensation shall be paid.

5.6. Professional Longevity

A teacher who has fifteen (15) years experience in the system shall receive five hundred dollars (\$500) each year in addition to his contract salary. A teacher who has served in the system more than twenty years and who has completed four semester credit hours beyond his contract salary schedule level any time since his fifteenth year in the system, shall receive Five Hundred (\$500) Dollars in addition to his contract salary. Such hours shall be taken at an accredited college or university.

5.7 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).

A returning employee shall be granted full credit for previous teaching experience within the School District as well as credit for all valid teaching experience outside the district to the extent that it does not exceed the above schedule.

5.8 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.

5.9 Teachers shall select one of the following options:

1.25 pays

2.25 pays with the last five in a lump sum payment at the end of the school year

3.20 pays

They must inform the payroll office on forms provided within two weeks after school begins

If the regularly scheduled pay day falls on a holiday or at a time when school is not regularly in session, every effort will be made to pay teachers prior to dismissal of school on the last day preceding the holiday.

5.10 Teachers who hold a Vocational Certificate in Trade and Industry and are teaching in that department for which the certificate is valid shall receive two (2) years additional credit on the salary schedule. Those teachers holding a Vocational Certificate in other areas of Vocational Education shall receive one (1) year additional credit on the salary schedule, provided they are teaching in the department for which the certificate is valid.

5.11 Pay differential for School Diagnostician and School Social Workers shall be six per cent (6%) of their step on the salary schedule. The differential for the following groups shall be four percent (4%) of their step on the salary schedule.

Speech Correctionists

Teacher-Counselor for the Handicapped

Teacher of the Homebound

Teachers of the Mentally Retarded, Emotionally Disturbed and Learning Disabled

All of the above differentials will be reduced one percent (1%) each year beginning in 1973-74 until

they are eliminated. New teachers hired in the above areas will not receive a differential beginning in 1972-73.

5.12 Completion of a university assigned forty-five (45) semester hour M.A. program shall be equivalent to the M.A.÷15 lane on the salary schedule. Completion of a university assigned sixty (60) semester hour M.A. program shall be equivalent to the M.A.÷30 lane on the salary schedule.

5.13

SUPPLEMENTAL SALARY PERCENTAGES

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

	No. of Teachers	Percentage of Salary
1. Supplemental Contracts		
High School Drama		
1974-75.....	1	6.5%
1975-76.....	1	8%
Junior High Drama	3	4%
Elementary Service Squad Sponsor.....		1%
Elementary Safety Patrol Sponsor.....		1.5%
Forensic.....	1	4½%
Debate.....	1	4½%
High School Band	1	9%
Junior High Band	3	7%
High School Vocal Music.....	1	6%
Junior High Vocal Music.....	3	4%
High School Counselor.....	7	5%
	½	2½%
Junior High Counselor.....	8	5%
Year Book.....	1	3½%
Newspaper Advisor	1	3½%

"A joint committee composed of three members of the bargaining unit who are holders of athletic supplemental contracts and three administrators shall be formed. The committee shall study athletic supplemental contracts (including cheerleading) and recommend a system of compensation. Said system shall include a method of determining differences in athletic supplemental contract responsibilities (e.g., number of participants, pressure factor, equipment responsibilities, etc.) in determining a compensation system. The study committee shall consider the gross amount of money derived from applying the 1973-74 supplemental contract percentages against the 1974-75 salary schedule for each athletic supplemental contract holder. The recommended compensation system may propose expenditures of not to exceed \$4,000.00 additional to the above sum. The committee shall report no later than December 1, 1974."

An individual holder of a 1974-75 supplemental contract shall not receive less money than said individual received for the same supplemental contract during 1973-74.

5.14 The following supplemental contracts shall be paid on a year round basis: Band, vocal music, chorus, newspaper, year book, intramural, and counselors.

Teachers receiving seasonal supplemental pay contracts shall be paid in total at the conclusion of the last scheduled activity.

5.15 All currently employed teachers shall receive military experience credit for honorable service on

active duty in the Armed Forces of the United States. This credit will be granted retroactively for all employees who held a teaching certificate at the time of such service. The maximum allowance for such experience on the salary schedule shall be two (2) years.

5.16 Experience on the salary schedule not to exceed two (2) years, may be granted to all teachers for service with VISTA or The Peace Corps. Employees must have held a teacher's certificate at the time of such service.

5.17 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 during the normal school year (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 the time.

5.18 A committee of two members of the bargaining unit and two administrators shall be appointed to study and make recommendations regarding reimbursement for teachers who must use their personal automobiles as a necessary part of the performance of their duties. A report shall be submitted by the last day of the first semester. Lump sum payment shall be paid to designated teachers with the last pay of each semester.

ARTICLE VI – INSURANCE

6.1 The Board shall pay the premium for hospitalization coverage for the teacher who is head of

household and his family, or those teachers not covered by a comparable hospitalization plan through their spouse, and provide a carrier with insurance with benefits comparable to Blue Cross MVF.1—Out patient and lab costs improvements—transplant—\$50 deductible per family, or \$25 for the unmarried teacher. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended leave is due to 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.

6.1.1 The board agrees to provide the following riders:

- Intensive care
- Major Medical 10/90
- Psychiatric rider
- Emergency Medical

6.2 The Union shall appoint representatives to a committee consisting of representatives of all employment groups, to investigate and make a recommendation to the School Board of a hospitalization carrier.

6.3 Optical Coverage —

The Board shall provide each teacher with optical insurance equivalent to the East Detroit Federation of Teachers Eye Conservation Program of the Co-op Optical Service. (Plan "C")

6.4 Life Insurance —

The Board shall provide each teacher with twelve

thousand dollars (\$12,000) group term life insurance with double indemnity.

6.5 The Board 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 retirement 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 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.

ARTICLE VII – LEAVE DAYS

7.1 Eleven (11) leave days shall be granted to a teacher for each year of this contract. A teacher may use his annual leave allowance for any reason, except outside employment, upon two days written notice whenever possible 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 first and last week of a semester.

Reasonable limitation may be placed upon requests for leave in excess of three consecutive days. The leave days will be advanced, however, they are earned at the rate of two leave days the

first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, he will be deducted pay for the unearned days. A first year teacher shall be advanced five leave days in September and six additional leave days in the beginning of the second semester.

Any unused leave days from each year shall be added to the accumulated sick leave allowance.

7.2 Unused sick leave allowance shall accumulate to a maximum of one hundred and fifty (150) days and be designated as "accumulated sick leave allowance." When leave is exhausted, such employee shall not accrue any more days unless working. All absences will be charged to the employee's "annual leave allowance," unless such absences exceed eleven (11) days per year at which time they will be charged to the "accumulated sick leave allowance."

7.3 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) In cases where a pattern of absences has been established, 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."

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

7.5 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.

7.6 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.

7.7 In the event of the death or retirement of a teacher, accumulated sick leave allowance not accounted for under 7.5 or 7.6 above shall be contributed to the sick bank.

7.8 Sick leave allowance shall not accrue, be used or granted for additional service such as Adult Education, 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.

7.9 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 shall result in deduction of the teacher's regular daily wages.

7.10 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.

7.11 Upon recommendation of the Superintendent, the Board may, at its expense, require a teacher to submit to physical or mental examination by an appropriate specialist to determine if sick leave is warranted.

7.12 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 Board 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, teachers having more than four days accumulated sick leave shall contribute 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 shall contribute additional sick leave days to total the number of participating members.

(Example) If there are two hundred (200) participating teachers and the sick bank has been completely exhausted, the two hundred (200) teachers will be requested to contribute one day per teacher. If ten of the two hundred teachers have four or less days accumulated sick leave and are thus unable to contribute a day, the Board shall contribute one day for each of the ten or a total of ten days to the sick bank.

4. A teacher will not be eligible for withdrawal of days from the sick bank until he has been ill at least twenty (20) continuous days and has depleted his personal sick leave; however, no teacher will be deducted more than five (5) days pay.
5. Maximum withdrawal from the sick bank shall be one hundred and fifth (150) days for any one illness or injury or complications thereof. The Board shall reimburse the sick bank for any days over the first one hundred (100) allocated to any teacher.
6. A teacher withdrawing sick leave days from the bank shall not have to replace those days ex-

cept 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 concludes that the sick bank policy is being abused, the Board shall have the final decision as to a request for 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.

7.13 If a teacher 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.

7.14 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 7.3 (2).

ARTICLE VIII – SABBATICAL LEAVE

- 8.1 Sabbatical leave of absence may be granted subject to approval of the Board, 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 benefited.

8.2 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. 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 seven (7) consecutive years by said Board and at the end of each additional period of seven (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 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 (1) year under a leave of absence without pay, granted by the Board

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.

Absence from service in the district for a period of not more than one year for reasons of maternity shall not be deemed a break in the continuity of service required in this section but shall not be counted as a year in 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 a written agreement stipulating that he shall remain in the service of the East Detroit Public Schools for a period of two (2) years after the expiration of said leave.
5. The compensation for the staff member on sabbatical leave shall be eighty per cent 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.

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

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 of the applicant in his profession.
 - (c) 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;

8.4 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 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 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 only one half the amount received by him from the Board.

8.5 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 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 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 IX – LEAVES OF ABSENCE

9.1 Leaves of absence for reasonable periods, not to exceed one year shall be granted without loss of seniority upon written request. Teachers on such leaves shall not accrue sick days during their absence.

9.1.1 Service in a Governmental Agency, State or Nationally recognized professional, labor, social or fraternal organization which the employee has been formally designated to represent;

9.1.2 Maternity leave—A leave of absence without pay shall be granted to a female teacher because of pregnancy. A pregnant teacher shall be allowed to continue her employment until such time as agreed upon by the teacher and her physician, providing she is physically able to perform her duties. The teacher shall furnish notice to the building principal twenty (20) days prior to beginning leave. A teacher in making application for maternity leave must give notice and select one of the following options:

A. If the teacher will not be off longer than a total of eight (8) weeks and this will not extend

into the final card marking, she may return to her former assignment four (4) weeks after the birth of the child upon presentation of a doctor's certificate that the teacher could assume the assigned duties without any detriment to her health and is able to perform her duties.

B. A teacher going on maternity leave who notifies the Board that she will return at the beginning of the next semester will be given her former assignment upon presentation of a doctor's certificate that the teacher could assume the assigned duties without any detriment to her health and is able to perform her duties (e.g. A teacher leaving in the fall would be given her former assignment, if she returns at the beginning of the second semester; a teacher leaving in the spring could be given her former assignment if she returns at the beginning of the first semester).

C. A teacher who elects to continue the leave longer than above shall be re-employed as provided in sections 9.1 and 9.6 of this article.

If, at any time during the pre or post natal period, there is a dispute between the teacher and the Board as to her ability to perform her duties, the Board may request a neutral physician to determine whether the teacher is able to perform her duties.

9.1.3 Illness leave;

9.1.4 Serving in an appointed or elected position with the Union;

9.1.5 Prolonged illness in immediate family—"immediate family" shall be as defined in 7.3 (2).

9.1.6 Leaves may be extended for not to exceed one year by the Board for good cause;

9.1.7 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.

9.1.8 Educational leave to pursue a formal plan of study leading to an advanced degree or additional certification. Request for leave must be filed 60 days before the effective date of the leave. No more than one teacher in an elementary school or building department shall be granted a leave at the same time. The leave shall coincide with the beginning of our school year or semester.

9.2 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 increments, excepting sick leave allowance, as if he were not absent from duty, providing he returns to duty within sixty (60) days after release from such military service.

9.3 A special leave for one year will be granted to an employee who participates in a teachers, administrative or educational service exchange program carried on within the provisions of the exchange program with the United States as well as between the United States and a foreign country. Exchange or extension of such leaves will be at the discretion of the Board. Persons on such leaves will be placed on the salary schedule upon their return as if they were in the employment of the district.

9.4 A teacher who is selected to attend an NDEA, NSF, or EDPA institute which is scheduled to commence no more than two (2) weeks prior to the close of the school year shall be provided released time with no loss in pay provided such teacher has expressed in writing his intentions to continue employment in the District.

9.5 A request for leave shall be answered by the Board in writing within fourteen (14) days from receipt of the request by the Superintendent of Schools.

9.6 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.

9.7 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.

9.8 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

ARTICLE X – PROBATIONARY TEACHERS

10.1 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.

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

ARTICLE XI – SCHOOL CALENDAR, 1974-1975

11.11

September 20	Teachers return
September 23	Students return
November 27	School closes at end of day for Thanksgiving recess
December 2	School re-opens
December 24	School closes at the end of the day for Christmas recess
December 30	School re-opens
January 1	School closed for New Year
February 1	*Record day
March 21	Schools close at end of day for Easter recess
March 31	School re-opens
May 26	Memorial Day recess
June 19	Classes end
June 20	Record day and end of schol year.

*A teacher absent on February 1, 1975 may be requested to verify his illness.

11.2 Staff building meetings in the secondary will be held within the school day on teachers' preparation periods. There will be a maximum of four meetings per year. Staff building meetings in the elementary will be held within the teachers' normal work day by early dismissal of students. There will be a maximum of one meeting per month.

11.3 The school year consists of 185 teacher days of which 180 are student days. Five days are to be used for record, orientation and staff days. The two staff days not scheduled above will be scheduled by the administration. In the secondary, staff days will be two full days. In the elementary, staff days will be four half-days.

ARTICLE XII – DRIVER EDUCATION, ADULT EDUCATION AND SUMMER SCHOOL

12.1 Driver Education

12.1.1 Each teacher shall be paid for the Fourth of July inasmuch as the time required to meet the minimum driver education requirements shall be made up at the driver's convenience.

12.1.2 The Board agrees to pay Workman's Compensation during the time lost due to any injury resulting from an accident while on duty.

12.1.3 If there are more qualified (state certified) applicants than there are positions to be filled, preference shall be given in the following order:

1. Teachers (members of the bargaining unit) in the East Detroit system who are on tenure on February 1 of the calendar year in which application is made.

2. Teachers who have 8 hours credit in driver education teacher preparation, specifically dealing with the preparation of new drivers and/or traffic safety on file in the personnel office of the East Detroit school system.
3. As above 6 hours.
4. As above 4 hours.
5. Above factors being equal, preference will be given to the teacher with senior service in the system.
6. Those persons outside the bargaining unit who were employed in the program previous to the 1971-72 school year or who were employed in the program while they were members of the bargaining unit shall retain the same rights as those within the bargaining unit.

12.1.4 If there are not enough teachers available, extra assignments shall be equitably distributed.

12.1.5 The salary schedule for driver education shall be \$8.25 per hour.

12.2 Adult Education

12.2.1 For each two semester hours or three term hours of graduate course work approved by the Director of Adult Education, an additional 10 cents per hour shall be added to the hourly rate to maximum of 50 cents per hour.

12.2.2 All vacancies and/or new positions shall be posted in every building on the Union bulletin board ten (10) days prior to the selection of a teacher to fill the position. Copies of the posting shall be sent to the Union President.

12.2.3 Qualified (state certified) employee applicants from within the system shall be given preference, educational qualifications being equal as determined by the Director of Adult Education.

12.2.4 The Salary schedule for Adult Education credit courses shall be \$8.25 per hour.

12.3 Summer School

12.3.1 No teacher shall be assigned more than two different preparations per class period.

12.3.2 There will be 24 minutes of break time for teachers teaching 4½ hour block plus five minutes of passing time. Twelve minutes of the break time may be assigned duty time.

12.3.3 The salary schedule for summer school shall be \$8.25 per hour.

ARTICLE XIII – DESIGNATION OF TERMS

13.1 Whenever the term “Principal” or “immediate Supervisor” is used, it is to include the administrator of any work location, functional division or group.

13.2 Whenever the term “teacher” is used, it is to include any member of the Bargaining Unit.

13.3 Except for Article IX, paragraph 9.1.2. 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.

13.4 The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.

13.5 Whenever the term "school" is used, it is to include any work location, functional division or group in which a grievance may arise.

13.6 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.

13.7 A "preparation period" is a period in which the teacher is not assigned to a regular program responsibility. A "teaching period" is a period in which the teacher is actually teaching students.

ARTICLE XIV – CONTRACT PRINTING

14.1 The cost of printing the contract shall be borne by the Union. The cost of printing the next contract shall be borne by the Board. One thousand (1,000) copies shall be printed—700 to be distributed to the Union and 300 to the Board.

14.2 The contract will be printed at a Union Print Shop.

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 AFT #698**

BY:

Hugh Jarvis, President

Philip Gentile, Negotiations Chairman

Terry Booth

Mary Jill Parish

Michael Toutant

Alice Allhoff, Vice-President

Wayne Bogich, Vice-President

Margaret D'Arcy, Vice-President

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

BY:

Rosemary L. Pemberton, President

William C. Taglione, Vice-President

Donald W. Linenger, Secretary

Roger J. Dingman, Treasurer

Harold A. Cominsky, Trustee

Charles E. Hand, Trustee

Ross M. Snowdon, Jr., Trustee

