

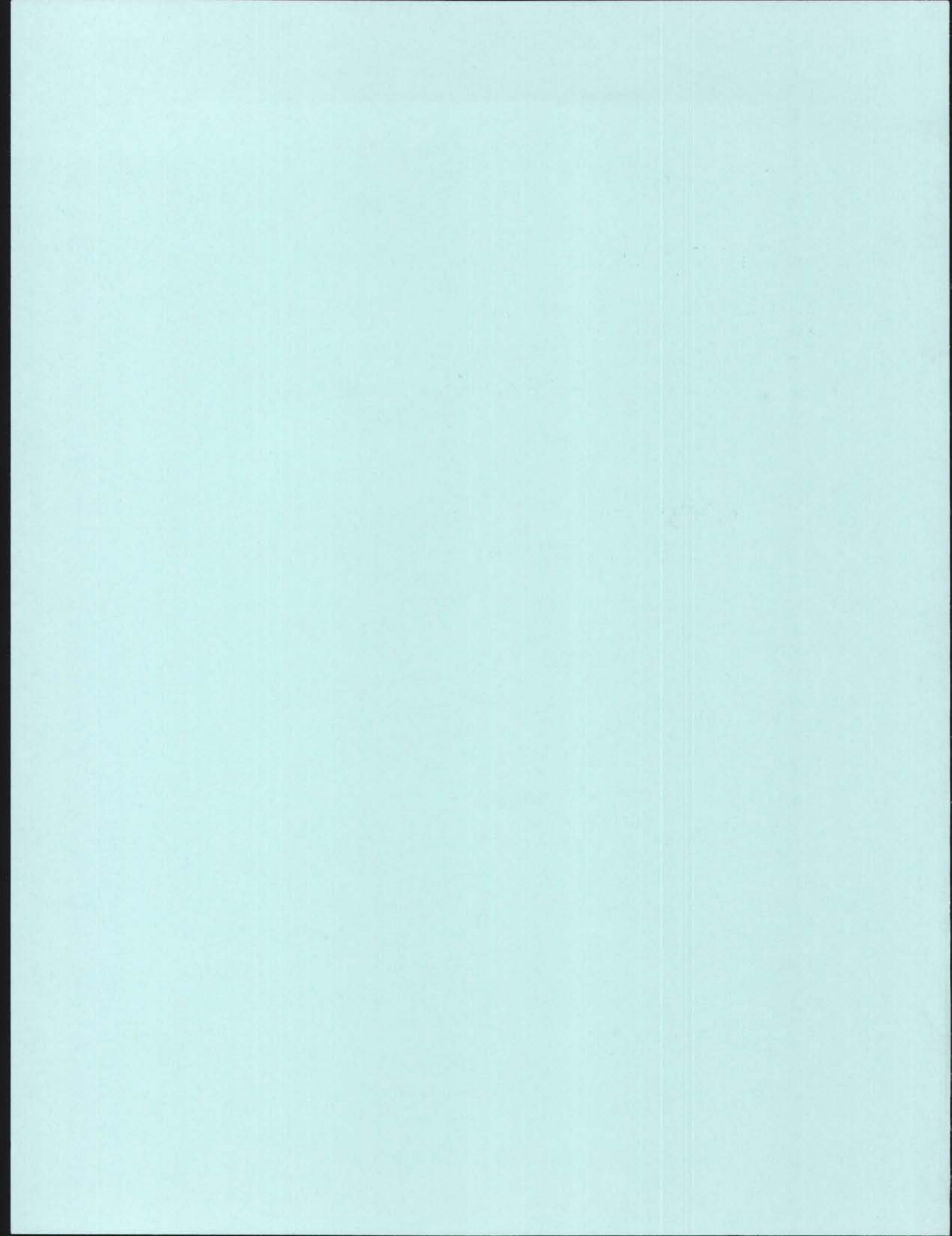
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6/30/2000

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT OF YPSILANTI
AND
THE YPSILANTI FEDERATION OF TEACHERS
LOCAL 4471

Ypsilanti Public Schools

Contract Duration
July 1, 1997 - June 30, 2000



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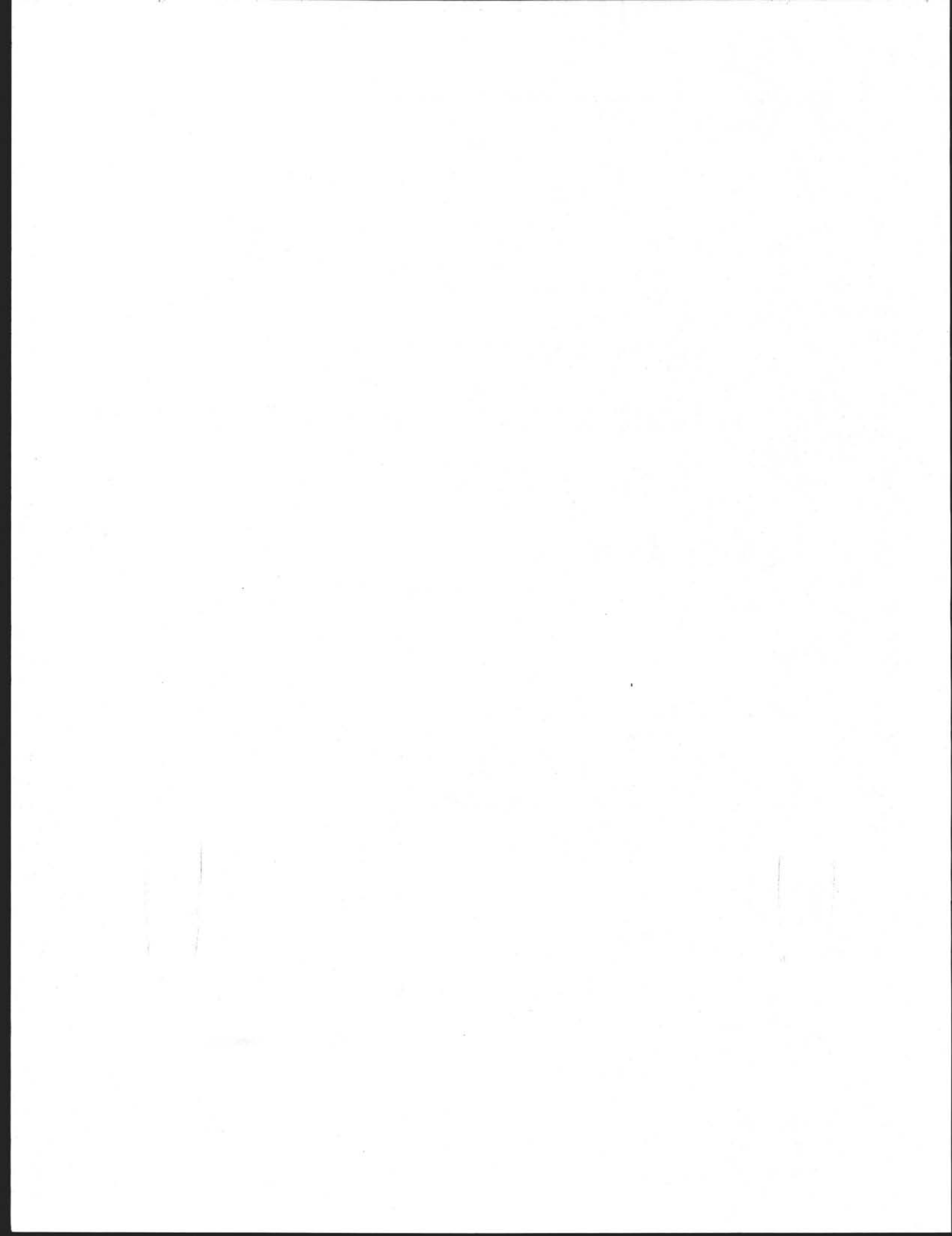
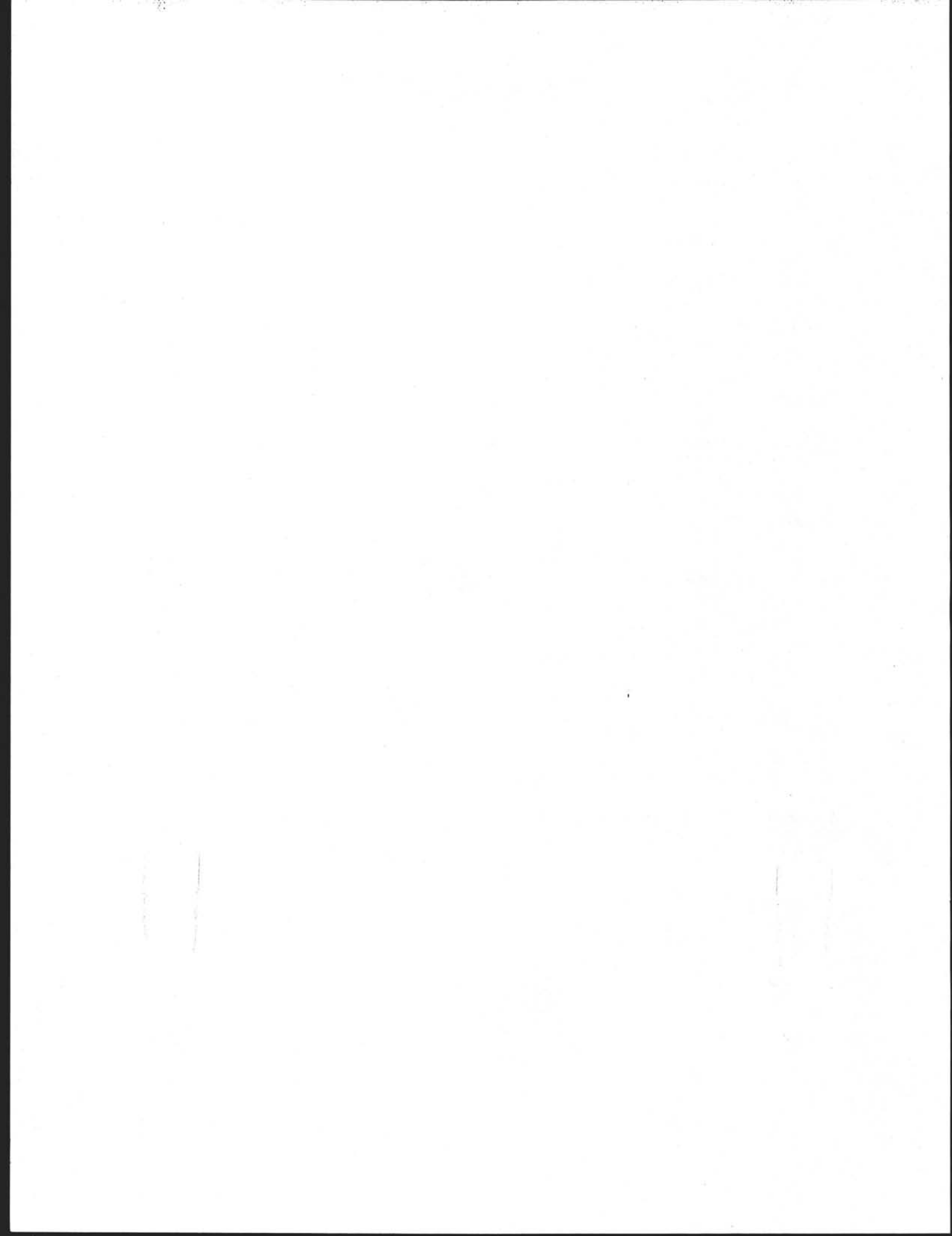


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1.000 RECOGNITION

1.100 Recognition of the Federation

This Agreement is made between the Board of Education for the School District of Ypsilanti and the Ypsilanti Federation of Teachers, affiliated with the American Federation of Teachers and the Michigan Federation of Teachers.

The Board hereby recognizes the Federation as the sole and exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all full-time and regular part-time Ypsilanti Adult Education instructors, liaisons, counselors, program assistants, classroom facilitators, and building assistants but excluding all administrators and supervisory personnel, and other certified and non-certified personnel employed by the Board, and all other employees. The phrase "all full-time and regular part-time" shall not include "temporary or substitute". For purposes of this Article the term "temporary" shall mean an employee assigned to a job within the unit but whose assignment is not contemplated to be permanent. For purposes of this Article the term "substitute" shall mean an employee called to substitute on a day to day basis during a short term absence.

1.200 Bargaining Unit Work

The Board agrees that work performed by members of the bargaining unit shall not be assigned to persons outside the unit nor to persons in another classification within the bargaining unit unless such persons are qualified as defined by the Board or in the event of an emergency.

1.300 Exclusive Negotiation Rights

The Board further agrees not to negotiate with any employee organization other than the Federation for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this agreement.

2.000 UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

2.100 Union Access to Information

The Board agrees to provide in the form in which it is available in records of the District, upon written request of the Federation President, information concerning the financial resources of the district and such other available information as required by law in order for the Federation to administer this agreement or engage in collective bargaining for a new agreement, together with information which may be necessary for the Federation to process a grievance excluding confidential information in personnel files.

The Board shall provide the union president with Board agenda and materials twenty-four (24) hours prior to all regular and special Board meetings.

2.200 Use of Building Facilities

The Federation shall have the privilege to use building facilities at reasonable times and hours for Union meetings outside their working day, provided this shall not interfere with or interrupt normal school procedure. Such use will be scheduled and approved by the building administrator in accordance with the District's building use policy.

2.300 Bulletin Boards and Mail Boxes

The Federation shall have access to bulletin board space in each building owned by the school district in which Adult Education classes are taught. Such bulletin boards shall be designated in writing by the building administrator to be either all or in part, for Federation use

Mail boxes shall be provided by the Board at each site where bargaining unit members are scheduled to work. The Federation shall have the same access to the school district's courier service as extended to teachers in K-12 education.

2.400 Union Officials in School Buildings

Duly authorized officials of YFT shall be permitted to transact official YFT business on school property at reasonable times, provided it does not interfere with or interrupt normal school operations. It is the responsibility of the above mentioned officials to report their presence to the office of the building principal or administrator before their conference with any employee.

2.500 Personnel Files

Personnel files shall be maintained and preserved in compliance with Michigan statutes.

Upon reasonable advance arrangement, not to exceed five (5) working days, and in the presence of a representative of the Human Resources Office, an employee shall be permitted the opportunity to review the district's personnel file pertaining to his/her employment with the district. This review of the file shall not, however, be construed to include review of the Confidential Credential Folder or other confidential recommendations sought as a basis for determining whether or not the employee was to be hired.

Employees shall also, upon reasonable advance arrangement, not to exceed five (5) working days, be permitted to inspect any official building or department files which contain personnel records information pertaining to them, in the presence of the building or department administrator or his/her designee.

The employee may be accompanied by a representative of the Federation if he/she so chooses. An employee may submit additional material to be included in his/her file.

Administrators may keep their confidential notes, as provided by law, to which the employee shall not have access. However, a note concerning an occurrence or fact about an employee may be entered into the personnel file up to six (6) months after the date of the occurrence or the date the fact becomes known. After this time, the information may not become part of the personnel file.

2.600 Release Time

If it becomes necessary for the Federation President and/or designee representatives to be released from duties to handle union business, release shall be granted without loss of pay upon reasonable prior notification. The Board will provide up to fifty (50) Federation hours for such purposes each semester.

2.700 Compliance with Policies and Regulations

Employees are expected to comply with the policies, procedures and regulations adopted by the Board, contained in the Adult Education Employee Handbook, and the reasonable directives of supervisory employees which are not in violation of this Agreement. The administration shall provide timely written notice of changes of procedure and/or policy. Such changes shall not be effective *ex post facto*.

2.800 Collection of Fees and Deposits

Employees shall collect fees or deposits. The procedures shall be published and shall be included in the first employee's handbook which is published after the ratification of this contract. The agreed upon procedure may be modified with a letter of understanding.

2.900 Rights of Citizenship

Notwithstanding their employment, employees shall be entitled to rights of citizenship, and no religious or political activities outside of school hours of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.

2.1000 Academic Freedom

Other than commonly accepted standards of professional behavior and responsibility, and the competent fulfillment of the course curriculum, there shall be no limitations on teachers with respect to their study, investigation, presentation or interpretation of facts or ideas concerning man, society, government, the arts and sciences, the physical and biological world, or other areas of learning. Teachers shall be guaranteed freedom of individual conscience, association and expression. Formal or informal religious instruction for purposes of proselytization is prohibited.

3.000 BOARD RIGHTS

3.100 Retention of Board Rights

Nothing shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Law of the State of Michigan and the Federal Government of the United States. Except as stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.

3.200 Exclusive Vesting of Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- 3.210** Manage and control its business, its equipment, and its operations and to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and lay off employees.
- 3.220** Except as modified by this Agreement continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and schedule all of the foregoing, and the right to establish, modify or change any work or business or school hours or days.
- 3.230** Establish levels, programs and courses of instruction.
- 3.240** Adopt policies and guidelines regarding recognized Adult Education methods of instruction, select textbooks and other teaching materials.
- 3.250** Determine class schedules, the hours of instruction and the duties, responsibilities and assignments of employees.
- 3.260** Adopt rules and regulations.

- 3.270 Determine the number and location or relocation of its facilities (owned or leased), including the establishment or relocation of schools, buildings, departments, divisions or subdivisions, thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 3.280 Determine the financial policies, including all accounting procedures.
- 3.290 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- 3.2100 Establish hiring procedures, hire all employees, determine their qualifications, and conditions for their continued employment, or their dismissal or demotion; promote and transfer employees; determine job descriptions.
- 3.2110 Exercise management and administrative control of the school system and its properties, and facilities.

3.300 Limitation on Exercise of Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with laws of the State of Michigan, and the laws of the United States.

4.000 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

4.100 Representation Fees

Membership in the Federation is voluntary. Employees have the right to join, maintain or terminate their membership in the Federation. Neither party shall exert or put undue pressure on an employee as regards such matters.

It is recognized that negotiation and administration of collective bargaining agreements shall entail expense to the unit. To this end, all bargaining unit members shall, effective with the beginning of the 1984-85 school year, either:

- 4.110 Elect to join the union and pay periodic dues by authorizing the deduction of dues from his/her pay.
- 4.120 Elect not to join the union but pay a representation fee in an amount equal to its dues by authorizing the deduction of such amounts from his/her pay, or
- 4.130 If any bargaining unit member to whom the foregoing provisions apply fails to comply herewith and the YFT certifies such fact to the Board and request it to institute dismissal proceedings, the Board shall give such bargaining unit member notice that his/her employment will not be continued beyond the end of the semester.

In order to facilitate the provisions of this Article the Employer shall, upon hiring a new bargaining unit employee, furnish said employee with a copy of this Agreement and notify the Federation President of the name, address, classification and hire date of the new employee.

4.200 Discharge for Failure to Pay Fee

In the event an Employee does not join the Federation or tender his/her representation fee to the Federation, either directly or through a voluntary deduction authorization, as provided in this Article by the thirtieth (30th) day after the date of hire, such Employee shall be terminated provided the Federation has complied with the following:

4.200 Discharge for Failure to Pay Fee (continued)

1. The Federation shall notify the Employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.
2. If the Employee fails to comply, the Federation will notify the Board in writing and shall request termination of the person's employment. A copy of the notice on non-compliance and proof of service shall be attached to said request.
3. In the event of compliance prior to discharge the Employee will not have his/her employment terminated.
4. In the event an Employee is dismissed for failure to tender the required dues or fees and is offered re-employment by the Board within one year, such unpaid amounts shall be required to be paid to the Federation by the applicant as precondition to re-employment.

It is agreed that with respect to any bargaining unit member to whom the foregoing provisions apply, failure or refusal to comply with such provisions constitutes just cause for dismissal.

In any case in which a bargaining unit member contests a discharge under the provisions of this Article and it is necessary that the Board engage legal counsel, the Union agrees to pay any expenses, including actual attorney's fees, incurred by the Board, as well as any and all damages and judgment that may result from such action. It is understood that the Union shall have the authority to select the legal counsel for any action arising from this Article.

As a condition of the effectiveness of this Article the Federation agrees to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this article.

4.300 Payment of Dues

Upon voluntary written authorization of the bargaining unit member, the Board agrees to deduct the uniform regular periodic dues of the YFT unit including MFT, AFT, and YFT dues.

- 4.310 Individual authorization forms are to be furnished by the YFT unit and when executed, filed by the YFT unit with the District Payroll Office.
- 4.320 The authorization when filed with the District Payroll Office shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year.
- 4.330 The right to refund to bargaining unit members money deducted from their pay under such authorizations shall lie solely with the YFT unit. The YFT agrees to reimburse any bargaining unit member for the amount of any dues deductions made by the Board and paid to the YFT unit, which deduction is in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
- 4.340 The YFT will, prior to October 5th of each school year, give written notification to the Adult Education office the amount of its authorized dues by the AFT, MFT, and YFT, which are to be deducted in that school year under such authorizations. The amount for such dues are not subject to change during that entire school year.
- 4.350 The deduction of a specified percentage of gross pay (per Section 4.340) shall be made from each paycheck until the dues/representation fees are paid in full. Dues deductions shall be transmitted to the local unit within fifteen (15) days of their deduction with a list of bargaining unit members and the amount of their deductions.

4.400 Forms for Dues/Representation Fees

During the life of this Agreement, the Board will deduct current uniform and periodic Ypsilanti Federation of Teachers dues or representation fees from the pay of each bargaining unit employee who voluntarily executes and delivers to the Board either of the following authorization forms (Form A or Form B):

4.410 Form A - YFT Voluntary Authorization for Deduction

Name _____

Work Site(s) _____

I authorize the Ypsilanti Board of Education to deduct from wages earned or to be earned by me, periodic union dues as certified to the Board by the financial officer of the Ypsilanti Federation of Teachers, and to remit the same to the Union at such time and in such manner as may be agreed upon between the Union and the Board.

This authorization and direction shall be effective until revoked in writing by me in accordance with Section 4.220, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective bargaining agreement between the Board and the Union until in writing by me, or until the termination of each applicable collective bargaining agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon termination of my employment with the Board.

Signature of Employee

Date of Signing

Social Security No. of Employee

Date of Delivery to Board

4.420 Form B - YFT Voluntary Authorization For Deduction of Representation Fees

Name _____

Work Site(s) _____

I authorize the Ypsilanti Board of Education to deduct from wages earned or to be earned by me periodic representation fees as certified to the Board by the financial officer of the Ypsilanti Federation of Teachers, and to remit the same to the Union at such time and in such manner as may be agreed upon between the Union and the Board.

This authorization and direction shall be effective until revoked in writing by me in accordance with Section 4.220, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of such succeeding applicable collective bargaining agreement between the Board and the Union until revoked in writing by me or until the termination of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon termination of my employment with the Board.

Signature of Employee

Date of Signing

Social Security No. of Employee

Date of Delivery to Board

4.500 Payroll Deductions

The Board agrees to continue to make voluntary payroll deductions from an employee's pay upon written authorization from the employee for the following: Credit Union, Series E Savings Bonds, United Way, insurance aid, established tax deferred annuity plan premiums, provided, however, no changes in deductions will be made except for good cause and with the approval of the Superintendent or his/her designated representative. Said deduction shall be spread as nearly equally as possible over all pay periods provided the amount in question is in excess of ten (\$10.00) dollars.

5.000 WORKING CONDITIONS

5.100 Fair Employment Practices

5.110 This agreement shall be applied uniformly to all members of the bargaining unit.

5.120 The Employer agrees that with respect to hiring, working conditions and promotion practices, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, religion, ethnic group, national origin, age, sex, marital status, height, weight, non-job interfering handicap, or arrest record.

5.130 The Union agrees to admit all bargaining unit members to membership.

5.200 Non-discrimination

The provisions of this Agreement, the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, marital status, or membership in, or association with, the activities of any employee organization.

The Board and the Federation pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, handicap, height, weight, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

Any decision of either the Michigan Department of Civil Rights or the Equal Employment Opportunities Commission regarding any claim concerning this provision will supersede any determination regarding a grievance at any step of the grievance procedure.

The parties agree to attempt to implement fully the Board's Affirmative Action Policy.

5.300 Assault or Battery Upon an Employee

Any case of assault or battery upon an employee during the course of school activities shall immediately be reported to the Superintendent or his/her designated representative. Upon request the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault or battery and shall fully cooperate with law enforcement and judicial authorities in the handling of the incident.

5.400 Legal Action Resulting from a Disciplinary Action

If legal action is instituted against an employee by reason of appropriate disciplinary action taken by the employee against a student, the Board shall provide legal counsel and render any necessary assistance to the employee in his/her defense.

5.500 Teaching Tools and Supplies

The Board shall continue, so far as possible, to consult with department heads and liaisons prior to the selection of significant educational materials. Furthermore the Board shall attempt to have materials and textbooks in sufficient supply by the opening day of school.

5.600 Loss or Damage to Personal Property

During the performance of regular or assigned duties, including required attendance, if without negligence on his/her part, the employee shall suffer loss or damage to clothing or other items being worn (such as glasses, watch, jewelry) the Board shall make reimbursement to the extent of not more than \$300 in any school year. This provision does not apply to the loss of money or intangibles nor to the loss or damage to the employee's automobile. Notification by an employee that he/she has incurred expenses in accordance with the provisions of this Section shall be filed in writing by the employee with the Director of Adult Education within five (5) working days from the date of loss or damage. Failure to comply with this provision shall constitute forfeiture of any right of reimbursement under this Section, unless failure to comply was a result of the employee's hospitalization.

5.700 Exclusion of Students from Classes

An employee may, with the consent of his/her Adult Education administrator, exclude a student from his/her class for that particular class session that day when the student has committed acts of gross misbehavior, gross misconduct or gross persistent disobedience which make the continued presence of the student in the classroom intolerable. In such cases, the employee will furnish the administrator or his designated representative as promptly as his/her work obligations will permit, and in any event by the end of the day, a detailed written report of the particulars of the incident. It shall be the responsibility of the employee to contact the Adult Education administrator or his/her designated representative, to determine the disposition of the case.

5.800 Support for Discipline of Students

The Board recognizes its responsibility to continue to give reasonable support and assistance to employees with respect to the maintenance of control and discipline of students, it being understood that employees shall continue to be responsible for maintaining this control and discipline. Whenever it appears that a particular student requires special attention, the procedures specified in the Adult Education disciplinary policy shall be followed.

5.900 Paycheck Arrangements

Paychecks will be available to employees at their Adult Education work site for distribution on the appropriate dates. In the event a pay date falls on a holiday, checks will be mailed at a date early enough to ensure delivery on or before the issuance date. A bargaining unit member may authorize in writing another person to pick up his/her check or have his/her check mailed to his/her address of record. Checks which are to be mailed will be posted no later than the close of business on payday.

In the event a check is lost in the mail, the Board will issue a replacement on the 5th working day after the employee has given notice that the check is missing. It is the employee's responsibility to notify the Board of any change of address.

5.910 Paycheck Stubs

Paycheck stubs shall reflect the regular hours worked and the substitute hours worked. At the completion of each semester, the employee will be provided an accounting of compensable leave accrual and usage.

6.000 EMPLOYMENT OBLIGATIONS

6.100 Teacher Absence

Any teacher who will be unable to report for work shall be required to provide the Adult Education office with the following:

1. Up-to-date attendance list or class roll for each class.
2. Detailed written lesson plans for each class.
3. Building site, location and class times.
4. Information concerning special activities or materials required for proper conduct of the class such as class rules, break times, etc.
5. A completed employee absence report form upon returning.

6.200 Substitutes

In the event of an absence by a teacher, building assistant or counselor, the employee shall make arrangements to secure a substitute. The list of approved substitutes shall be given to each bargaining unit member. This list will specify bargaining unit members. In the event the employee is unable to secure a substitute, the office will be notified.

Classes that are canceled due to the unavailability of a substitute shall be made up.

Teachers should refer to the Ypsilanti Adult Education Employee Handbook for further clarification of procedures.

6.300 Committee for Professional Concerns and Development

The Superintendent and/or his/her representatives together with the Director of Adult Education and/or his/her representatives shall meet informally with representatives of the YFT at least monthly in the months of September through May and at such other times as shall be mutually agreeable to discuss matters of mutual interest and concern. These matters shall include but not be limited to: proposed calendar, proposed budget, curriculum, and recruitment of students. This committee shall be known as the Committee for Professional Concerns and Development.

7.000 EVALUATION

7.100 Evaluation Obligation

It is the responsibility of the Board to observe and evaluate the performance of employees.

7.200 Evaluation Process

The evaluations shall be conducted by the Director of Adult Education or by an administrative employee designated by the Director of Adult Education.

7.210 Probationary Employees

Certified employees with less than 3 years seniority shall be evaluated not less than once per year.

7.220 Continuing Status Employees

Continuing status employees shall be evaluated not less than once every three years.

7.230 List of Employees to be Evaluated

Before formal evaluations take place, the administration will provide employees with a list of those employees to be evaluated in the school year. The list will contain the name of the administrator primarily responsible for the observation/formal evaluation. An employee may request that the administrator observe activities during a particular time. After each observation, the employee may request a conference.

7.240 Observations

Evaluation of instructional employees shall include at least two classroom observations. One of these shall be at least twenty (20) minutes of continuous classroom observation.

7.250 Post Evaluation Conference

At the employee's option there shall be a post evaluation conference. In any evaluation in which the overall performance is judged to be unsatisfactory or which recommends a formal improvement plan the evaluation shall include a post evaluation conference. Formal improvement plans shall be in writing and fulfillment of the elements of the plan shall be documented by the employee and administrator upon completion as specified in the plan.

7.260 Copies of Evaluation

Two (2) copies of the evaluation shall be provided to the employee by mail, by placing in the employee's district mailbox, or in person no later than ten (10) calendar days before the end of the site semester. Within five (5) days of actual receipt the employee shall sign and return one copy, indicating receipt of the written evaluation.

7.261 The employee within ten (10) work days after receipt of an evaluation, may submit written additions to the evaluation, including a self-appraisal.

7.262 The employee's written addition shall be attached to the evaluation and placed in the employee's personnel file.

7.263 Neither attendance at voluntary meetings nor the contents of student evaluations shall be used as a basis for formal evaluation.

7.270 Change of Evaluation Instrument

Any change in the evaluation instruments currently being used or adoption of new evaluation instruments shall be discussed with the YFT before being implemented.

7.280 Content Not Grievable

The contents of any evaluation are not grievable. Non-adherence to procedure is grievable.

8.000 SENIORITY, LAYOFF AND RECALL

8.100 Seniority

8.110 Definition

Seniority shall mean the length of service in the Adult Education division and shall be measured in semester units from the last date of hire. When a person does not work for an entire semester, full credit will be given for any semester in which employment is for half or more of the semester.

The date of hire for employees hired before August 1, 1987 shall be the "date of employment" on the employee's classified employment form. This date reflects the date when all of their employment forms were submitted to the district.

The date of hire for employees hired on or after August 1, 1987 shall be the date the employee first performed work in a regular Ypsilanti Adult Education position (except where service is broken subject to Section 8.2000 and a new "date of hiring" is established).

When the Federation and the Board agree than an error exists in the seniority list, it may be corrected by mutual consent.

8.120 Eligibility

Only members of the bargaining unit can accrue seniority. Members of the bargaining unit who are transferred or promoted to a position with the District but outside the bargaining unit will not accrue further seniority until a return to the unit and then only if employment with the District shall have been continuous.

8.130 Seniority Tie Breaker

In the event employees have the same seniority accrual in semester units their relative seniority shall be determined by the date of hiring for positions within the bargaining unit. In the event employees have the same seniority in accrued semester units and by date of hiring their relative seniority shall be determined by a drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and representatives of the Federation to be present.

8.140 Seniority During Lay-Off

Seniority shall accrue during lay-off for up to three (3) years.

8.200 Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

1. The employee quits.
2. The employee is discharged.
3. The employee has been laid off for a period of three (3) years.

8.300 Layoff

An employee is on layoff when he/she has no work assignment.

8.400 Recall

8.410 Order of recall

Recall of employees shall be in inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be recalled shall be qualified for the position. It is understood that continuing status employees will be offered a vacant position pursuant to 9.130 before recall.

8.420 Notice of recall

It is the responsibility of the laid-off employee to keep the Board informed of his/her current address and telephone number. The Board shall give written notice of recall for which the employee is qualified by sending a certified letter to said employee. Said employee's written response must be postmarked within five (5) days of receipt of the letter accepting the offer or the employee forfeits the right to the position.

8.500 Seniority List

The parties agree that the tentatively agreed to seniority list dated November 18, 1985 shall be subject to correction by mutual agreement for thirty (30) working days following ratification of this Agreement. Thereafter no corrections as to matters occurring before this date shall be permitted.

9.000 VACANCIES

9.100 Vacancies During a Semester

9.110 Definition

A vacancy for the purpose of this Section is any position, class, section or block of hours offered by the Ypsilanti Adult Education program which is open or unoccupied after completion of the process outlined in Article 10.000. This shall also include any position, class, section or block of hours created after the Work Assignment/Class Selection day.

9.120 Posting

Any such vacancy shall be advertised in writing by posting, in-district mail, paycheck inserts or other reasonable means to ensure written notification to bargaining unit members. Such notice shall permit at least five (5) working days to respond. The notice shall include the following information:

1. Type of work/classification.
2. Location.
3. Rate of pay.
4. Starting date and duration of position.
5. Hours to be worked.
6. Qualifications.

All vacancies shall be individually announced by title and site on the district's JOBSLINE.

Applications shall be made in writing to the Executive Director of Human Resources by the end of business on the closing date.

9.130 Filing of Vacancy - First Step

The Board shall fill the vacancy from among those qualified continuing status employees by seniority who have applied, provided:

1. The new position, class, section or block of hours does not conflict with the employee's existing assignment or such a change will not be detrimental to the students and;
2. The combined new and old work assignment will not exceed forty (40) paid hours per week.

9.140 Filing of Vacancy - Second Step

If no person is offered the position pursuant to Sub-Section 9.130, then the Board may select any continuing status employee, probationary employee or new hire at its discretion even if it results in the assignment of the position, class, section or block of hours or a portion thereof to a continuing status employee who was not eligible under the provisions of Sub-Section 9.130 above.

9.150 Vacancies at End of Semester

Vacancies which occur in the last thirty (30) working days before the end of a semester may be filled with a substitute or temporary employee at the Board's discretion without posting or otherwise observing the procedures set forth in this Article.

9.200 Notification of New Hire

The Board of Education will supply the YFT President with the names of all new employees by written notice in the President's district mailbox within two (2) working days of the date of hire.

10.000 WORK ASSIGNMENT AND/OR CLASS SELECTION

10.100 General Principals

Yearly work assignments and/or class selections shall be made according to seniority and qualifications subject to the following general principles:

- 10.110 The selection rights herein are extended to those employees who have completed three (3) semesters as defined in Article 8.000, Section 8.100 (Seniority).
- 10.120 The word "qualifications" as it relates to classroom teachers shall be as endorsed on a valid Michigan teaching certificate.
1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional or professional certificate except for vocationally certified teachers, except with State Board of Education approval.
 2. Since pupils are entitled to be taught by teachers who are competent, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor field of study and the Local Unit shall be provided with a written statement of reasons in the event such assignment is made.

The term "qualification" shall be defined to incorporate the following:

1. Michigan Teacher Certification
2. North Central Accreditation Standards
3. Possession of a major or minor in the subject area and/or previous experience in the subject area/grade level.

Only members who possess these qualifications will be considered for assignment by seniority to these course areas.

10.130 The selection rights accorded herein exist only within a job classification such that counselors select counseling hours, teachers select classes, liaisons select liaison hours, building assistants select building assistant hours, classroom facilitators select classroom facilitator hours, program assistants select program assistant hours and so forth. Counselors and liaisons may select teaching hours for those subjects for which they are qualified. All individual programs and work sites and the staff assigned to them are considered under the auspices of the Adult Education Program.

10.140 No employee shall be required to accept assignment to more hours than he/she desires.

10.150 All positions, classes, sections or blocks of hours not selected on the Work Assignment/Class Selection day shall be posted in the Adult Education office for a period of five (5) days. No non-bargaining unit member will be hired and assigned to such positions, classes, section or blocks of hours if the assignment is requested by a qualified bargaining unit member from the work site (per Sub-Section 10.120 and 10.130) who does not have a conflicting assignment or has an assignment, which coupled with the open position, class, section or block of hours would exceed forty (40) paid hours per week. Requests for assignments to any of these open areas shall be in writing and received in the Adult Education office before the end of the five (5) day period.

10.200 Procedures

10.210 Seniority

At least ten (10) days prior to the Work Assignment/Class Selection day, the Board shall publish and post a list of all bargaining unit members in order of seniority identifying the job classification and whether or not the employee has achieved three (3) semesters of seniority.

10.220 Work Assignment and Class Lists

At least ten (10) working days prior to the work Assignment/Class Selection day, the Board shall publish, post and mail to qualified employees the following:

10.220 Work Assignment and Class Lists (continued)

1. The list of course offerings (with the certifications, endorsements and qualifications to teach the class) and work assignments with the time and location specified so far as possible.
2. The schedule for selection, the list of qualified employees (three (3) or more semesters of seniority) in order of seniority to select work assignments and/or classes. The schedule for selection shall be arranged so that groups of employees are scheduled to appear at one time (e.g. 10 or more semesters at the earliest time, 7-9 semesters at a later time, etc.) in descending seniority order. The order of selection within each group shall be by seniority.

10.230 Selection Day

A Work Assignment/Class Selection Day will be scheduled for August 28, 1998, August 27, 1999, and August 25, 2000. In order to achieve greater continuity of programs, the Board will offer year long assignments whenever possible.

- 10.240** The order of selection within each group shall be by seniority. If an employee does not respond when his/her name is called for selection, the next highest senior employee will be invited to select. Any employee missing his/her call within his/her seniority group will be allowed to select at the next turn. An employee missing all group selections on work Assignment/Class Selection day will have until 3:00 p.m. that day to select an assignment. An employee who has a conflict with his/her group's scheduled selection time may file a proxy with the Director of Adult Education, or may send a proxy with any YFT member to maintain selection rights for his/her assigned time. The proxy must be clear as to the exact names, meeting days and times of the assignment desired.

10.250 Limitation on Hours Selected

Employees with eight (8) or more semesters of seniority may select up to thirty-nine (39) hours of paid work including non-instructional, duty free and preparation time. Employees with four (4) to seven (7) semesters of seniority may select up to thirty (30) hours of paid work. Employees with three (3) semesters of seniority may select up to twenty (20) hours of paid work. These selections may be made in person or by a representative with a written proxy or in a letter to the Director of Adult Education.

10.260 Abandonment of Employment

Employees who do not appear in person or send a proxy at Work Assignment/Class Selection Day shall be notified they will be terminated for abandonment of employment provided they do not request classes or hours from those classes or hours posted after Work Assignment/Class Selection Day. Such notice shall be sent by certified mail/return receipt requested by the end of the work day following Work Assignment/Class Selection Day.

10.270 Observers

The Ypsilanti Federation of Teachers may appoint observers up to two (2) of whom may be present at any one time during the selection process.

10.280 Board Assignment

The Board may assign any class, section, or block of hours not filled by this selection process to any employee.

10.300 Dropping Classes or Hours

Upon a second occurrence over a two (2) semester period of dropping a class or classes or hours, employees shall lose one (1) semester of seniority unless prior approval has been received from the director or his/her designee.

11.000 EMPLOYEE DISCIPLINE

11.100 Just Cause

No employee shall be disciplined without just cause.

11.200 Disciplinary Action

1. Oral reprimand.
2. Written reprimand.
3. Docking of pay.
4. Suspension.
5. Discharge.

11.300 Written Record

Discharges, suspensions, docking of pay and written reprimand shall be labeled as such, shall be in writing, and shall be signed by the employee acknowledging receipt thereof with a copy placed in the employee's personnel file.

11.400 Representation During Discipline

An employee shall be entitled to have a representative of the Federation present for any investigatory or disciplinary meeting. If the employee desires the presence of a Federation representative, the employee shall have at least three (3) days to secure the presence of a representative before the investigatory or disciplinary meeting is held. In extenuating circumstances, immediate disciplinary action may be taken provided the employee shall suffer no loss in pay.

11.500 Discharge of Probationary Employee

During the probationary period an employee who is discharged may carry a grievance relating to said discharge through all steps of the grievance process up to, but not including, arbitration.

12.000 GRIEVANCES

12.100 Definition of Grievance

A grievance is a claim based on an employee's, or group of employees', or union's belief that there has been a violation, misinterpretation or misapplication of the expressed provisions of this Agreement. The grievance procedure shall not apply to any matter which is prescribed by law, state or federal regulations or over which the Board is without power to act. No Board rights shall be made the subject of a grievance.

12.200 Complaints

Nothing contained herein shall prevent informal adjustments of any complaint which is not within the definition of a grievance. The parties intend that, as far as reasonably possible, complaints will be resolved between the employee and the administrator immediately involved.

12.300 Right of Individual to File a Grievance

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Federation has been given the opportunity to be present at such adjustment. However, only the Federation has the authority to carry a grievance to arbitration.

12.400 Grievance Time Limits

Failure at any step to the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to process a grievance within the time specified at any step shall cause the grievance to be considered abandoned and resolved.

Time limits may be extended in any specific instance by mutual agreement in writing. The following time lines will be observed:

- From the occurrence or knowledge of the alleged violation, fifteen (15) work days to file.
- The Director/designee must schedule a **Step I** meeting within five (5) work days from filing.

12.400 Grievance Time Limits (continued)

- The Director/designee shall place his or her Step I decision in writing within five (5) work days.
- **Step II:** The steward and/or grievant shall submit the grievance in writing to the Executive Director of Operations and Labor Relations within five (5) working days of Step I administrative response.

The Executive Director of Operations and Labor Relations shall meet with the union steward or grievant within five (5) work days.

The Executive Director of Operations and Labor Relations shall forward his/her disposition in writing within four (4) work days.

- **Step III:** If the employee or the Federation is not satisfied with the disposition of the grievance or if no disposition has been made within four (4) work days of the meeting or twenty-five (25) work days of the original filing, the grievance may be transmitted to the Superintendent within five (5) work days.

The Superintendent or his/her designee shall investigate the grievance including holding a meeting within ten (10) work days.

The Superintendent or his/her designee's disposition of the grievance will be made in writing within nine (9) work days.

- **Step IV:** If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration within thirty (30) work days.

The arbitrator shall render a decision in writing within thirty (3) work days from the close of the hearing .

The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process.

12.500 Grievance Form

Grievances shall be submitted on the form set forth in Appendix A.

12.600 Grievance Procedure

In the handling and processing of a grievance the following procedure shall apply:

- 12.610 Step One:** The employee and/or employee's steward, shall within fifteen (15) work days after the occurrence of the circumstances giving rise to the grievance (or knowledge of the alleged violation if the grievant could not, with the exercise of reasonable diligence have known of the alleged violation), reduce the matter to written form stating all the facts in detail and submitting same to employee's Director/designee. The Director/designee shall within five (5) work days of receipt of the written grievance, schedule a meeting in an attempt to resolve the matter. Within five (5) work days of the Step I grievance meeting, the Director/designee shall reduce his/her decision to writing on the grievance form and forward a copy to the grievant and union representative.
- 12.620 Step Two:** Failing to resolve the grievance in Step I, the steward shall within five (5) working days of receipt of the Director's/designee's disposition, or within ten working days of the Step 1 meeting if no response has been received, submit the grievance in writing with all of the provisions of this agreement alleged to be violated, along with the Step I Director's/designee's response and the relief requested to the Executive Director of Operations and Labor Relations. Within five (5) work days of receipt of the written grievance, the Executive Director of Operations and Labor Relations shall meet with the grievant and/or representative of the Federation in an effort to resolve the grievance. The Executive Director of Operations and Labor Relations shall indicate his/her disposition of the grievance in written form within four (4) work days of such meeting and shall furnish a copy to the grievant and the representative of the Federation
- 12.630 Step Three:** If the employee or the Federation is not satisfied with the disposition of the grievance or if no disposition has been made within four (4) work days of the meeting or twenty-five (25) work days of the filing, whichever is later, the grievance may be transmitted to the Superintendent within five (5) work days. The Superintendent or Secretary for the Superintendent shall sign the form and record the day of receipt and return a copy to the grievant or representative. Within ten (10) work days, the Superintendent or his/her designee shall investigate the grievance including holding a meeting which gives the aggrieved
- 12.630 Step Three:** (continued)

bargaining unit member, the Federation, and Director/designee a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within nine (9) work days of such a meeting. A copy of the decision shall be furnished to the grievant and the representative of the Federation.

12.640 Step Four: If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Federation, provided written notice of the request for submission to arbitration is delivered to the Superintendent and the American Arbitration Association within thirty (30) work days of the receipt of the decision at Step Three. The arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the grievance, if within the arbitrator's power, and shall render a decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

12.700 Powers of the Arbitrator

12.710 It shall be the function of the arbitrator except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

12.720 The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

12.730 The arbitrator shall have no power to establish salary scales or change any salary.

- 12.740** The arbitrator shall have no power to rule on any of the following:
1. The termination of services of, or failure to re-employ, any probationary employee.
 2. The lay-off of any employee because of program cuts due to declining enrollment or economics.
 3. Any matter involving the subjective judgments in an employee evaluation.
- 12.750** The arbitrator shall have no power to change any practice, policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.
- 12.760** There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority (as set forth above). It shall be binding upon the Federation, its members, the employee(s) involved and the Board and may be enforced by any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
- 12.770** All arbitration hearings shall be held in the school district unless otherwise mutually agreed.
- 12.780** Claims for back pay: The Board shall not be required to pay back wages more than sixty (60) calendar days prior to the date a written grievance is filed.
- 12.781** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been earned for services performed during hours when the employee would otherwise have been employed in the bargaining unit.
- 12.782** No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.

12.790 The arbitrator cannot grant relief extending beyond the termination date of this agreement.

It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present agreement and the effective date of its successor unless the parties agree in writing to extend the present agreement.

13.000 PROBATIONARY AND CONTINUING STATUS EMPLOYEES

13.100 Eligibility for Continuing Status

All teachers who have either completed six (6) semesters of employment or who have taught twenty (20) classes at four (4) contact hours per week and have a work assignment shall be "continuing status employees".

Building assistants and program assistants who have completed two (2) semesters of employment and have a work assignment shall be "continuing status employees".

Classroom facilitators, counselors and liaisons who have completed four (4) semesters of employment and have a work assignment shall be "continuing status employees".

13.200 Probationary Employees

All employees who have not achieved continuing status shall be probationary.

13.300 Measurement of Semesters

For computing purposes of the Article, seniority as in Article 8.000 shall apply.

14.000 STRIKES AND SANCTIONS

14.100 No Strike

During the life of this Agreement and during negotiations for successor agreements neither the Federation nor bargaining unit members shall authorize, cause, or engage in, or sanction any employee or group of employees to strike or refuse to perform the duties of employment.

In the event of any action in violation of this Article, the Federation will post notices immediately at any or all buildings affected (where possible), advising that such action is unlawful, in violation of this agreement, and unauthorized by the Federation.

14.200 Sanctions

The Board will have the unlimited right to all remedies available at law for violation of this Article, including the right to discipline up to discharge, injunctive relief, and/or damages against any person, group or organization, violating this Article.

15.000 CALENDAR

15.100 General

The Adult Education calendar will conform to the same holiday recess schedule as established in the YEA/Board contract.

15.200 Semesters

The semesters shall be July 1 to January 31 and February 1 to June 30 for those departments or programs which do not have semesters otherwise defined. These dates will be used for step increases in pay and for semesters of seniority.

15.300 Detailed Calendar

The administration will contact the President of the Federation for discussion and input in the calendar before it is approved and published.

16.000 MISCELLANEOUS

16.100 Job Descriptions

Within ninety (90) days of ratification of this agreement, the Board will supply the YFT with written job descriptions for each YFT job classification. Job descriptions will define employee responsibilities in order to facilitate performance of duties.

16.200 Contract Year

The Adult Education contract year will commence on July 1, and end on June 30 of the succeeding year.

16.300 Breaks for Program Assistant and Building Assistants

All Program Assistants and Building Assistants shall be entitled to duty free breaks of fifteen (15) minutes duration during any three (3) hour block of duty with not more than two (2) breaks per day. Procedures for notifying the appropriate administrator are contained in the employee handbook.

16.400 Copies of Agreement

The Board shall print the agreement, giving a copy to each bargaining unit member and twenty-five (25) copies to the Federation.

16.500 Board Policies

Any change or addition to Board Policy after ratification of this agreement shall be provided to the YFT president, placed in staff lounges and discussed at staff meetings.

17.000 CONFORMITY TO AGREEMENT AND LAW

17.100 Matters Contrary to Agreement

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect.

All individual employee contracts shall be subject to the terms of this Agreement and this Agreement shall be part of the established personnel policies of the Board affecting employees.

17.200 Conformity to Law

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

17.300 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation, for the life of this Agreement, each voluntarily without qualification, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

18.000 COMPENSABLE LEAVE

18.100 Compensable Leave Accrual

Compensable leave shall be credited to the compensable leave account of each employee at the rate of 6% of hours paid in each pay period. Unused hours shall accrue from semester to semester but in no event shall any employee's compensable leave account exceed one thousand (1,000) hours.

This provision shall become effective on August 5, 1987.

18.200 Compensable Leave Usage

Compensable leave shall be granted in accordance with the following:

1. **Personal Illness.** Employees may use compensable leave for absence due to incapacity caused by personal illness or injury. Absence in excess of four (4) consecutive scheduled working days shall be supported by a physician's statement. The District may also require an additional physician's statement at District expense in any instance of use of compensable leave for personal illness or injury.
2. **Family Illness.** Employees may use compensable leave (up to 40 hours per year) for personal attendance during the incapacity or illness of a family member. "Family member" for purposes of this Article is father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, or any other person for whose financial or physical care he/she is principally responsible.
3. **Bereavement/Funeral.** Employees may use compensable leave (up to 5 consecutive days per occurrence) for the purpose of travel to or attending the funeral or making the funeral arrangements for a family member. In addition employees may use compensable leave (up to 3 consecutive days per occurrence) for the purpose of travel to or attendance at the funeral of a relative or friend.
4. **Leave Day with Pay.** Employees may use compensable leave two (2) days per year for personal business. Such days shall not be taken on the last scheduled working day before a holiday or end of semester except for extenuating circumstances at the discretion of the Director of Adult Education. Notice of intent to take a leave day shall be filed with the Director of Adult Education at least five (5) days prior to the date of such leave except in case of emergency.

5. **Professional/Conference Day.** Employees will have one (1) day per year for attendance at a professional meeting or conference related to his/her area of job responsibility.

In no event shall compensable leave be paid for more hours than the employee was scheduled to work on the day of absence.

18.300 Retirement Sick Leave Payment

Upon retirement or in the event of an employee's death, the Board shall pay \$4.40 for all unused compensable leave hours up to one thousand (1000) hours, to the employee or the employee's beneficiary(ies).

19.000 LEAVES WITHOUT PAY

19.100 General

Leaves of absence of up to one (1) year without pay and fringe benefits may be granted at the Board's discretion upon written application for (a) pursuing studies, travel, research or special teaching assignments resulting in potential advantage to the school system; (b) campaigning for himself/herself or serving in elected public office; (c) caring for a child; (d) emergency leave to care for a family member; or (e) to work for the MFT/AFT under the following conditions:

1. Application for Leave

Application for such leaves must be filed in writing with the Director of Adult Education at least two (2) months in advance except in the case of adoption and emergency family leave where a shorter time will be acceptable.

2. Eligibility for Leave

The applicant shall be a continuing status employee.

3. Expiration of Leave

Persons on such leave shall give written notice to the Director of Adult Education by sixty (60) days prior to the expiration of said leave of his/her intention to return or resign, or request a renewal of such leave. If notice is not received about an employee's intent to return or resign, or request a renewal of such leave, the employee shall be terminated from employment.

4. Compensable Leave, Seniority

Upon the employee's return from a leave, unused compensable leave shall be restored. Seniority shall be maintained but shall not accrue during the period of leave.

5. Extension of Leave

A renewal of leave shall be at the discretion of the Board.

6. Return from Leave

Upon expiration of the leave the employee shall be returned to his/her former classification and shall be eligible to exercise his/her rights under Article 10.000 (Work Assignment and/or Class Selection) for the semester in question.

19.200 Leave Without Pay: Illness

An employee who has exhausted all compensable leave and is unable to work because of a personal illness or disability, including physical disability directly related to pregnancy or childbirth, shall, at the recommendation of a physician, be granted a leave of absence without pay and fringe benefits for the duration of such illness or disability up to one (1) year except where a time limitation is contrary to law. Such a leave may be extended at the discretion of the Board.

19.210 Application for Health Leave

An employee desiring a health leave must file a written request and the physician's statement must indicate the expected date of return. Failure to file a leave request promptly will result in the employee being considered to have resigned, unless the employee was physically or mentally unable to file such a request.

19.220 Physician's Statement upon Return

Return shall also be dependent upon a written statement from a physician mutually acceptable to the employee and the Board certifying the fitness of the employee to fulfill his/her duties.

19.300 Military Leave

Military leave of absence shall be granted to any employee who is inducted or enlists for one (1) period of enlistment and/or for reserve duty as ordered by the military for military duty in any branch of the armed forces of the United States.

Bargaining unit members on military leave shall be given the benefits of salary increments, if any, which would have been credited to them had they remained in active service in the school district and shall be reinstated upon completion of such service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended.

Upon return compensable leave shall be restored. Seniority shall be maintained and accrue during the period of leave.

19.400 Health Benefits While on Leave

Employees going on leave under this Article may continue their health benefits by paying the full cost thereof.

Any employee wishing to continue this benefit shall:

1. Notify the Human Resources Office in writing no later than ten (10) days after the leave has been approved.
2. Maintain the monthly cost of the benefit forty-five (45) days prior to the first day of each month.
3. Failure to comply with the provisions of this section will result in the loss of health benefits for the remainder of the current leave.

20.000 HEALTH BENEFITS

20.100 Health Benefits

20.110 Eligibility

The Board will provide health benefits (described below) on a shared cost basis with those employees who elect such benefits, who are not already covered by another similar health-hospital-surgical plan and who are scheduled to work at least twenty (20) hours per week.

20.120 Shared Cost

Employees who are eligible for and elect to receive such health benefits shall pay the percent of the cost thereof in accordance with the following:

<u>Scheduled Hours per Week</u>	<u>% of Cost Paid By Employees</u>
25 or more	0%
20 to 24	20%

Employees who elect such coverage must pay their share of the expenses in the months of September through May by payroll deduction and for the months June through August either by payroll deduction if scheduled to work or in full prior to May 15 if not scheduled to work in June through August.

20.130 Description of Coverage

The health benefits are those described in Blue Cross and Blue Shield of Michigan comprehensive Semi-Private Hospital Care (Basic) with the following certificates and riders including dependent benefits, a \$2.00 prescription drug co-pay rider and reciprocity, \$100/200 Master Medical deductible with 90/10 co-pay:

D45M	(365 days hospital general health of which 45 days may be mental or T.B.)
OPC	(Outpatient and psychiatric)
CC	(Convalescent Care)
XF & EF	(Exact Fill)

20.130 Description of Coverage (continued)

MVF-II	(Physician charges for surgery, medical care in hospital, with X-rays and tests, pre and post natal care)
ML	
FAE-RC	(First aid emergency)
VST	(Voluntary sterilization)
Reciprocity	(Out of state coverage)
DC	(Dependent children)
SD	(Sponsored dependents)
COB-3	(Coordination of benefits)
SAT-II	(Substance abuse)
MMC-PD	(Master medical drug exclusion)

20.140 Blue Cross Blue Shield Contract

The above health benefits may be provided by direct contract with Blue Cross-Blue Shield of Michigan or through an administrative services contract with Blue Cross-Blue Shield of Michigan.

20.150 Implementation

The Board shall make these coverages available no later than sixty (60) days after ratification of this Agreement. Newly hired employees shall thereafter be eligible for such benefits no later than thirty (30) days after their first day of work.

20.160 Health Benefit Alternative

Beginning with the first semester of the 1991-92 contract year, employees who work thirty (30) or more hours per week who do not elect health benefits shall be paid a stipend of \$250.00 per semester at or near the end of each semester of employment.

20.170 Continuation of Benefits

Pursuant to federal law the Board must make available the continuation of health benefits at cost for employees and dependents who would otherwise have ceased to be entitled to health benefits as a result of a "qualifying event", e.g. reduction of hours, termination, employee's death, divorce or legal separation, entitlement to Medicare benefits, or dependent ceases to be a dependent child. Employees may make inquiries concerning rights to continuation coverage to the Human Resources Office or the Fringe Benefits office. This subsection confers no rights to continuation coverage not mandated by federal law.

20.200 Life Insurance

The Board will pay the premium to provide \$45,000.00 of life insurance for all employees with active assignments. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy.

20.300 Dental Insurance

Effective August 1, 1993, the Board will pay the full premiums to provide full family dental insurance coverage for all employees who are scheduled to work at least thirty (30) hours per week.

20.400 Employee Assistance Plan

Should the Board establish an employee assistance plan, employees shall be eligible for the full benefits thereof on a voluntary basis. Employees shall be represented on any District-wide EAP oversight committee.

21.000 WAGES

21.100 Adult Education General Hourly Rate Compensation

Teachers, Counselors, Liaisons: Instructional Hourly Rates:

<u>B.A.</u>	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	19.24	19.63	Re-opener
Step 2	19.84	20.24	
Step 3	20.45	20.86	

<u>M.A.</u>	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	19.84	20.24	Re-opener
Step 2	20.45	20.86	
Step 3	21.07	21.49	

Teachers, Counselors, Liaisons: Non-Instructional Hourly Rates:

<u>B.A.</u>	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	15.40	15.71	Re-opener
Step 2	15.87	16.19	
Step 3	16.36	16.70	

<u>M.A.</u>	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	15.87	16.19	Re-opener
Step 2	16.36	16.68	
Step 3	16.86	17.20	

Program Assistants I

	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	5.98	6.09	Re-opener
Step 2	6.18	6.30	
Step 3	6.35	6.47	

Program Assistants II

	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	9.23	9.41	Re-opener
Step 2	9.54	9.73	
Step 3	9.81	10.00	

Program Assistants III

	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	12.33	12.57	Re-opener
Step 2	12.71	12.96	
Step 3	13.09	13.35	

Building Assistant

	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
Step 1	10.69	10.90	Re-opener
Step 2	11.03	11.25	
Step 3	11.35	11.57	

Facilitator

	<u>97-98</u>	<u>98-99</u>	<u>1999-2000</u>
	15.74	16.05	Re-opener

21.110 Counselors and Liaisons

Counselors and liaisons shall receive an additional one-half (.5) hours pay for on site duty free time for every five (5) hours worked on site. This is not to exceed two and one-half (2.5) hours per week. Said one-half (.5) hours shall not count against the limitations of hours of paid work in Article 10.000 (work assignment and/or class selection).

Duty Free time will include twenty (20) minutes of time at the work site prior to the employee's first scheduled assignment of each day. Remaining duty free time will be scheduled by the employee. Employees will turn in their on-site duty free time schedule to the Adult Education Office at WA/CS.

21.120 Step Placement

Employees who have completed fewer than two (2) complete semesters of Adult Education employment shall be placed on Step 1. Employees who have completed two (2) but fewer than four (4) complete semesters of Adult Education employment will be placed on Step 2. Employees who have completed four (4) or more complete semesters of Adult Education employment shall be placed on Step 3.

21.130 Preparation Time

Preparation time is defined as follows: Those activities a member performs in order to present quality instruction (i.e. identifying the objective of a lesson, planning activities to reach the objective, selection of delivery method, course syllabus; the evaluation of lessons and students; recordkeeping functions of documenting student progress and attendance recordkeeping according to state and local policy; and meeting with students.

Preparation time will include twenty (20) minutes of time at the work site prior to the employee's first scheduled instructional assignment of each day. Remaining preparation time will be scheduled by the employee. Employees will turn in their on-site preparation time schedule to the Adult Education Office at WA/CS.

Employees with classroom instructional responsibilities will be paid preparation time in accordance with the following schedule:

<u>Classroom Contact Hours</u>	<u>Paid Preparation Hours</u>
1-4	1
5-8	2
9-12	3
13-16	4
17-20	5
21-24	6
25-28	7
29 or more	8

21.140 Retroactive Wages

Retroactive wages per Section 21.100 for the 1997-98 contract year shall be paid as soon as reasonably feasible after ratification of this agreement. Other provisions of the agreement will be implemented upon ratification by the Board of Education.

21.150 Paid Holidays

All bargaining unit members shall receive three (3) paid holidays per school year (Thanksgiving, Winter Weekend, and Good Friday) based on the following formulas:

Scheduled weekly instructional hrs

4 X Instructional Hourly Rate

Scheduled weekly Prep/Duty Free hrs

4 X Non-Instructional Hourly Rate

Payment for the above holidays shall be included in the pay period in which the holiday falls.

21.200 Teachers Meetings, Staff Meetings, Departmental Meetings

All bargaining unit members attending teacher/staff meetings, departmental meetings, teacher/administrator and/or student conferences, and administratively called work-related committee meetings, (e.g. recruitment, retention, grading procedures, curriculum) shall receive pay for the first hour or portion thereof. (The administrator may set appropriate limitations on the number of committee members and meeting times). Additional time spent in such meetings shall be paid in one-quarter (1/4) increments for each fifteen (15) minutes.

21.210 In-service

All bargaining unit members attending the District In-service and/or the Adult Education In-service shall receive pay for the first hour or portion thereof. Additional time spent in such in-services shall be paid in one quarter (1/4) increments for each fifteen (15) minutes thereafter.

21.300 Department Heads

Department heads, if appointed, shall receive a stipend of \$450.00 per year plus \$50.00 per semester for each additional five (5) staff members within the department in excess of ten (10) staff members. Payments shall be made in two (2) installments per semester.

21.400 Overtime Pay

Any employee who works more than forty (40) hours per week (12:01 AM Monday to midnight the following Sunday) shall be paid at the rate of one and a half (1.5) times his/her base hourly rate for all hours worked in excess of forty (40) hours.

21.500 Mileage/Parking

Employees who are required to travel directly from one work site to another shall be reimbursed at the rate of thirty-three (33) cents per mile for such travel.

Employees will keep accurate mileage records to support requests for mileage reimbursement. Requests for mileage reimbursement shall be presented to the Director of Adult Education with appropriate supporting documentation within thirty (30) days of occurrence or the employee will forfeit any rights to reimbursement.

21.600 Jury Service

Employees summoned and reporting for jury service shall be paid the difference between the amount received as a juror and their scheduled day's pay.

When released from jury duty two (2) or more hours prior to a scheduled work assignment the employee shall be expected to report for work. For purposes of this section when jury service is ten (10) or more miles from Ypsilanti, the employee shall not be expected to report for work on that day unless a reasonable travel time allowance would permit the employee to reach his/her scheduled work site at least one and one-half (1.5) hours before his/her scheduled time for work.

Payment for jury service or absence due to jury service is not chargeable to compensable leave.

21.700 Snow Days

When the School District or Adult Education classes are closed due to inclement weather or other acts of God, affected employees shall not be required to report for duty and shall suffer no loss of pay.

Should weather conditions cause the closing of schools during the school day, employees may be required to remain in school until the students have left school and no further student supervision or safety measures can be rendered by the employee.

21.700 Snow Days (continued)

Classes canceled because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities may be rescheduled and made up with pay if necessary to assure sufficient student hours or student days to assure meeting minimum standards for State pupil aid.

21.800 Records Days

Each employee who is required to turn end of semester attendance/report cards to the Adult Education office shall receive one hour's pay for each class taught per semester provided said class has an enrollment of ten (10) or more students.

22.000 DURATION

This Agreement shall be effective as of the 1st day of July, 1997, and shall continue and remain in effect for three (3) years through the 30th day of June, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**YPSILANTI FEDERATION
OF TEACHERS**

Jessie A. Moroney
YFT President

April 14, 1998
Date Signed

**BOARD OF EDUCATION
YPSILANTI PUBLIC SCHOOLS**

Richard A. Hennick
School Board President

Michael J. Miller
Superintendent

Shelene E. King
School Board Secretary

May 28, 1998
Date Signed

YPSILANTI FEDERATION OF TEACHERS

GRIEVANCE PROCEDURE: STEP 1

TO: Director of Adult Education

FROM: _____ or _____
Grievant Representative

_____ or _____
Grievant signature Representative signature

STATEMENT OF GRIEVANCE:

SPECIFIC ARTICLE(S) AND SECTION(S) VIOLATED:

RELIEF REQUESTED:

RECEIVED BY _____ DATE _____

DATE OF STEP I MEETING: _____

Step 1 meeting to be held within five (5) working days of filing date.

YPSILANTI FEDERATION OF TEACHERS

GRIEVANCE PROCEDURE: STEP 2

TO: Executive Director of Labor and Operations

FROM: _____ or _____
Grievant Representative

Grievant signature Representative signature

ADDITIONS TO STATEMENT OF GRIEVANCE:

ADDITIONS TO SPECIFIC ARTICLE(S) AND SECTION(S) VIOLATED:

ADDITIONS TO RELIEF REQUESTED:

ATTACHED: STEP 1 GRIEVANCE AND RESPONSE

RECEIVED BY _____ DATE _____

DATE OF STEP 2 MEETING: _____

Step 2 meeting to be held within five (5) working days of filing date.

YPSILANTI FEDERATION OF TEACHERS

GRIEVANCE PROCEDURE: STEP 3

TO: Superintendent, School District of Ypsilanti

FROM: _____ or _____
 Grievant Representative

 Grievant signature Representative signature

ADDITIONS TO STATEMENT OF GRIEVANCE:

ADDITIONS TO SPECIFIC ARTICLE(S) AND SECTION(S) VIOLATED:

ADDITIONS TO RELIEF REQUESTED:

ATTACHED: STEP 1 GRIEVANCE AND RESPONSE, STEP 2 GRIEVANCE AND RESPONSE

RECEIVED BY _____ DATE _____

DATE OF STEP 3 MEETING: _____

Step 3 meeting to be held within ten (10) working days of filing date.

Appendix B

NORTH CENTRAL ASSOCIATION REQUIREMENTS FOR TEACHERS IN STANDARD NON-OCCUPATIONAL SUBJECTS

- 4.1 Degree and Legal Standards. All teachers shall hold a baccalaureate degree from an institution accredited by a regional accrediting association and shall meet the legal standards for teachers in the state in which they are employed. Graduates of non-accredited institutions may have their undergraduate work validated by admittance to graduate standing and completion of a minimum of five semester hours of credit in a regionally accredited graduate college.

Credentials from a foreign university will be accepted only after they have been evaluated by a regionally-accredited baccalaureate degree granting institution, a state department of education, or an appropriate credentials evaluating service and the work is declared the equivalent of similar work in an American institution.

- 4.11 Graduate work from accredited institutions. Wherever in these standards a master's degree or graduate work is required, the work must have been taken in a regionally accredited institution. Work in a foreign university will be accepted only if the work is evaluated by the graduate division of a regionally accredited university and is declared the equivalent of similar graduate work in an American institution. The graduate division must also declare that the foreign university is an established and internationally recognized institution.
- 4.2 General Preparation. All teachers shall have at least 40 semester hours of work in general education well distributed over such fields as English, history, social science, mathematics, fine arts, languages, science, philosophy, religion, and psychology.
- 4.3 Professional Preparation. All teachers shall have had student teaching or served an internship as part of an approved teacher education program in a higher institution accredited by one of the six regional accrediting associations and shall have satisfactorily completed course work in such areas as the learning process, measurement, philosophy, psychology, social foundations, and curriculum totaling at least 18 semester hours. Satisfactory teaching experience may be substituted for the student teaching requirements where state certification permits.

(Interpretation: If teaching experience is offered in lieu of student teaching, up to six hours of professional preparation will be waived, in accordance with the practice prevailing in the specific state and provided the teacher is fully certificated by the state.)

- 4.4 Teaching Fields. Teachers in the following fields shall have the minimum number of semester hours of credit hereinafter prescribed in order to qualify for teaching assignments in their respective fields.

(A teacher may qualify to teach a certain subject by taking and passing a proficiency examination, provided an accredited college certifies that the teacher has demonstrated competency equal to one having completed the required preparation.)

- 4.40 AGRICULTURE - 24 semester hours in agriculture.
- 4.41 ART - 24 semester hours in art.
- 4.42 BUSINESS - 24 hours in business with at least one college course in each high school subject to which the teacher is assigned.
- 4.43 ENGLISH - 24 semester hours in English distributed appropriately among courses in literature and composition. Five semester hours in speech and/or journalism may be counted toward meeting this requirement.
- 4.44 FOREIGN LANGUAGES - 20 semester hours in each foreign language to which a teacher is assigned. One semester hour may be granted for each unit of high school foreign language, but not to exceed two hours.
- 4.45 HEALTH - 20 semester hours in health, or a major in a specific teaching field with at least 8 hours in health related subjects.
- 4.46 HOME ECONOMICS - 24 semester hours in home economics.
- 4.47 HUMANITIES - 24 semester hours of courses appropriately distributed among subjects included in the course. Because humanities courses often include such areas as art, music, literature, philosophy, and social studies, members of a team responsible for the course shall be qualified in the areas they are teaching.
- 4.48 INDUSTRIAL ARTS - 20 semester hours in industrial arts including at least one course in each subject taught.

(Interpretation: Teachers of drafting, general drawing, or mechanical drawing are approved under this standard. They may also qualify by combining art and/or industrial arts to make 20 semester hours. Individuals who have qualified in the field need only five semester hours in drawing.)

- 4.49 INTERDISCIPLINARY STUDIES - 24 semester hours distributed appropriately among the subjects included in the core or block of time.

- 4.50 JOURNALISM - 24 semester hours in journalism or a minimum of five semester hours in journalism plus sufficient additional work in related fields to total at least 24 semester hours.
- 4.51 MATHEMATICS - 20 semester hours of credit in mathematics. One semester hour may be allowed for each unit of high school mathematics, but not to exceed two hours.
- 4.52 MUSIC - 24 semester hours in music.
- 4.53 PHYSICAL EDUCATION - 20 semester hours in physical education.
- 4.54 READING - 24 semester hours in reading or a minimum of 5 semester hours in reading plus sufficient additional work in English and/or related fields to total at least 24 semester hours.
- 4.55 RELIGIOUS STUDIES - (Non-doctrinal) - A teacher of non-doctrinal religious studies shall meet the NCA requirements for a teacher of English, social studies, or humanities, with at least six semester courses being taught by the teacher.
- 4.56 SCIENCE - 24 semester hours in the field of science, appropriately distributed in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State committee.
- 4.57 SOCIAL STUDIES - 24 semester hours in the field of social studies, appropriately distributed in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have the training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State committee.
- 4.58 SPEECH - 24 semester hours in speech or a minimum of eight semester hours in speech plus sufficient additional work in English to total at least 24 semester hours.
- 4.59 ALL OTHER SUBJECTS - Teacher in all other subjects for which NCA requirements have not been established shall be approved by the Commission provided they hold a certificate for the specific field issued by the state in which they are teaching. In the absence of such state certification, approval shall be determined by the judgment of the State Committee.

