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AGREEMENT

between

THE BOARD OF EDUCATION

of the

School District of the City of Hamtramck

and

THE HAMTRAMCK FEDERATION OF TEACHERS

Local 1052

American Federation of Teachers AFL-CIO

August 27, 2008

to

August 22, 2011

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This agreement is entered into this 27th day of August, 2008, by and between the **HAMTRAMCK SCHOOL DISTRICT**, hereinafter referred to as the District, and the **HAMTRAMCK FEDERATION OF TEACHERS, Local 1052, AMERICAN FEDERATION OF TEACHERS, AFL-CIO**, hereinafter referred to as the Union.

DEFINITIONS

- A. The term "school" includes any work location or functional division or group in which a grievance may arise.
- B. "Adult Education Teacher" shall mean any teacher (certified if required by law) assigned to the adult education program and shall be considered full-time or part-time in accordance with the terms and conditions of the teacher's appointment.
- C. The term "teacher" shall mean all appropriately certified teachers who are members of the full-time teaching staff, social workers, special services staff, counselors and nurses.
- D. Whenever the singular is used, it is to include the plural.
- E. The term "grievance" shall mean an alleged violation, misapplication or, misinterpretation of any provision of this agreement.
- F. The term "qualified teacher" shall mean a teacher, who meets the minimum qualification as set forth in Article VIII (1) of this contract.
- G. The term "teacher representative" shall mean the teacher in a school designated by the Union to represent all teachers in that school, or his designated alternate.
- H. The term "union representative" shall mean the teacher designated by the Union to represent the bargaining unit.
- I. The term "superintendent" shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place instead, or the individual whose actions have been ratified by the superintendent.
- J. The term "Board" shall mean the Board of Education of the Hamtramck School District.
- K. The term "this agreement" shall mean the agreement itself, together with all exhibits incorporated therein by reference.
- L. The term "full-time teacher" shall mean a teacher who holds an elementary and/or secondary teaching certificate and works a full regular daily schedule.
- M. A teacher who does not possess an elementary or secondary teaching certificate but who is otherwise certified by the State Department to work in the public schools will be defined as a teacher either full-time or part-time, depending on the hours worked.
- N. The term "preparation period" shall indicate a period of time when teachers will be expected to perform their classroom related duties within their assigned buildings.

ARTICLE I
RECOGNITION

Section 1. - THE BARGAINING UNIT

The District recognizes the Union as the sole and exclusive bargaining representative for teaching personnel working in the District, excluding the Superintendent of Schools, Assistant Superintendent of Schools, Principals, Assistant Principals, Directors, and Supervisors as defined in this act.

ARTICLE II
FEDERATION RIGHTS

Section 1. - AGENCY SHOP

- A. The Board and the Union, recognizing that the benefits of the collective bargaining contract accrue to all members of the bargaining unit regardless of whether such member belongs to the Union, accept the following method designated to enable all such members of the bargaining unit to support the efforts of the bargaining agent.
- B. All teachers within the bargaining unit shall join the Union. Within thirty (30) days after employment, or of the execution of this Agreement, whichever is later, all members of the bargaining unit who are not members of the Union shall have the opportunity to join the Union and execute an authorization permitting the deduction of such sums.
- C. It is further understood that the employer shall inform all persons now presently employed by it beginning on and after the effective date of this Agreement of the terms of the Article and provide such persons an opportunity to execute an authorization permitting the deduction of the sums described in Article II, Section 2 by the employer from the first paycheck for each month.
- D. The Union agrees to hold the employer and its agents harmless and to indemnify them against any lawsuit arising in connection with this section.
- E. The Union reserves the right to intervene in any such lawsuit as its interest may appear.
- F. The employer agrees to notify the Union of new employees hired, and of employees leaving the employment of the employer within this specified unit. The employer agrees to transmit each month the sums deducted from the paycheck of the members of the bargaining unit...to the proper Union Officer for each member of the bargaining unit...for which it has received an authorization.

Section 2. - DUES DEDUCTION AND AUTHORIZATION

- A. The District will deduct from the pay of each teacher who has authorized it to do so, the amount required for the payment of Union dues. Authorization for such deduction shall be in the form set forth in Subsection "B" of this agreement. The District shall turn over to the Union treasurer all amounts deducted and notify the Union of the teachers who have authorized such deductions, as well as those who have withdrawn an authorization.

B. I, the undersigned, a teacher of the Hamtramck Public School District, hereby authorize and direct said District to deduct from my salary my initiation fee and/or monthly union dues as designated by the Union and pay same to Hamtramck Federation of Teachers, AFL-CIO, Local 1052, American Federation of Teachers. I understand that this authorization is irrevocable for a period of One (1) year or until the expiration of the Agreement between the Union and the District, whichever comes sooner, and shall be automatically renewed for successive periods of one (1) year or for the period of each succeeding applicable collective bargaining agreement between the District and the Union, whichever shall be shorter, unless I notify the District and the Union in writing of my desire to cancel and revoke this agreement, within ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the District and the Union, whichever occurs sooner.

Signature of Teacher

Date

Witness

Section 3. - FINANCIAL OBLIGATION TO UNION

Teachers must pay in full their financial obligations to the Union for the school year before October 1, unless they are on payroll deduction. Teachers who leave employment with the District before the end of the school year shall receive a refund of their agency fee for each month in which they did not receive any salary. The financial obligation of any teacher shall not exceed the amount permitted by law.

Section 4. - REFUSAL TO PAY FINANCIAL OBLIGATIONS

- A. A teacher who refuses to meet his or her financial obligations to the collective bargaining agent shall be discharged within (30) days of such notification to the District by the Union.
- B. The Union agrees to hold the employer and agents harmless and to indemnify them against any lawsuit arising in connection with this section.

Section 5. - UNION MEETINGS

- A. The Union shall have the right to schedule and conduct meetings of teachers in each school in a place that will not disrupt normal after-school activities. All union meetings shall be held after regular working hours.
- B. The administrative staff shall not schedule faculty meetings or other meetings after school on the 2nd Tuesday of each month so that teachers may attend the monthly membership meetings of the Federation.

Section 6. - UNION AND TEACHER REPRESENTATIVES

- A. The Union may designate one (1) teacher in each school building as the official spokesman for all teachers in that building for the purposes of dealing with the principal of that school building on union or employee issues. The Union shall advise the principal of the identity of the teacher representative.
- B. The Union may designate a teacher within the system as the official spokesman for all teachers in dealing with the administration on union or employee issues and shall advise the Superintendent of the identity of the Union representative.

Section 7 - UNION DAYS

- A. There shall be forty-five (45) days allotted for union business to be used by teachers authorized by the union.
- B. The union president shall have district-wide super seniority. Super seniority is defined as having first choice of any open position within the bargaining unit for which he/she is qualified. Actual seniority will accrue at the regular rate. Super seniority is in effect only during the term in office.
- C. No union member other than the president shall be granted more than five (5) union days per year.

No more than five (5) union members shall be approved by the Union Executive Board for any one date.

The Union will notify the District at least three (3) days prior to the use of Union Day(s).

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

Section 1. BOARD RIGHTS

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenue.
- B. The Board and the Union agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan.

Section 2. DUTIES TO UNION

- A. INFORMATION FOR COLLECTIVE BARGAINING - The District shall make available to the Union upon its request, any and all information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of the Agreement, to the extent to which such material is readily available or is reasonable to be obtainable, except that personnel files shall not be made available to the Union without the consent of the individual.
- B. AGENDAS AND MINUTES OF BOARD MEETINGS - The Board will provide the Union with three (3) copies of the minutes of the previous meeting and the agenda for the next meeting prior to the Friday before such meeting. Unless they involve confidential information, copies of enclosures added to such minutes or agenda shall also be provided to the Union.
- C. MEETINGS WITH THE UNION - The Superintendent or his designee shall meet, if requested, at least once a month with the Union Representatives and not more than two (2) additional teachers designated by the Union to discuss special problems and matters of educational policy and development. The time and place of the meeting will be mutually agreed upon by the Superintendent and the Union representatives making the request.
- D. BULLETIN BOARDS AND MAILBOXES - The Union shall be provided with bulletin board space at each school to post notices and other Union materials. The Union may also place union notices and other union materials in teachers' mailboxes. The Union shall be responsible for the posting and placing of such materials and contents thereof.
- E. CLASSROOM SALES - Commercial concerns such as student pictures, etc., wishing to sell or solicit business within the school, other than insurance, shall send representatives to do promotion and take orders. The teaching staff will thereby be released to perform teaching duties.
- F. PARTICIPATION IN STAFF MEETINGS - The Union representative, at his/her request, shall be given a place on the agenda of faculty meetings for brief announcements at the end of the faculty meeting. Such meetings with the Union Representative shall take place after the scheduled faculty meeting. Scheduled faculty meetings shall be allowed to be held until 4 p.m. of each month between the months of September and May. The Union Representative shall be on the agenda thereafter.

The Union representative shall be given the opportunity to discuss and suggest changes or additions to the faculty meeting agenda prior to the faculty meeting. A copy of the agenda shall be given to the Union representative at a minimum of twenty-four (24) hours in advance of the faculty meeting.

All members of the bargaining unit shall make their time available for building activities or staff meetings on the second Wednesday of each month from September through May. The Administration may call five (5) extra, non-emergency faculty meetings during the same period, September through May, as needed.

In the case of an emergency, a building principal may call an extra monthly meeting of teachers, one half hour in duration. If possible, all efforts shall be made to notify teachers of such emergency meeting at least 24 hours in advance.

All members of the bargaining unit shall make their time available for building activities or faculty meetings on the second Wednesday of each month from September through May not to exceed 4:00 P.M.

ARTICLE IV
TEACHER RIGHTS AND RESPONSIBILITIES

Section 1. - STATEMENT OF POLICY

- A. All teachers in this District shall have the type of working conditions commensurate with their professional status and the best interest of their students and the school system.
- B. Appropriate professional attire will be required of all teaching staff members.

Section 2. TEACHER'S WORK DAY

- A. All teachers shall have a duty free lunch. Teachers that volunteer and are selected to supervise students during the lunch period, shall be paid \$18.00 for each such lunch period. In the event that there are more volunteers than needed, teachers will be used on a rotating basis. Teachers that are unable to perform his or her lunchroom duties satisfactorily as determined by the school administration may be ineligible for lunch duty for the remainder of the school year.

Teachers may request, in writing, the reasons why his or her lunch duty responsibilities were determined to be unacceptable.
- B. The middle school and high school will maintain a closed campus during the lunch hour.
- C. Teachers shall indicate their presence in the school building to which they are assigned by initialing in and out on the existing form made available to them in the school office.
- D. Teachers will be on hall duty 5 minutes before the tardy bell beginning the morning and afternoon sessions. They will be on hall duty during the changing of classes and at the end of the school day.
- E. The present schedule of hours within the workday may not be changed for the present school year or during the life of this Agreement, except by mutual consent of the District and the Union.

Section 3. - HOURS OF WORK

- A. 30-minute lunch period will be provided at the high school and middle school. The lunch period at the elementary school shall be 35 minutes.
- B. If given two weeks notification prior to the start of a zero hour or 7th hour, and the Senior High School teacher agrees to teach a zero hour or 7th hour, the work day will be adjusted accordingly.
- C. The Board of Education may schedule additional days/hours of instruction at the end of the school year to ensure that the District achieves the minimum days and hours of student contact time requirements set in the State Aid Act or other acts passed by the State of Michigan.
- D. If a reduced workweek were to become a reality, the normal workday will be adjusted accordingly.
- E. All students shall meet the state requirements.
- F. The following schools shall have starting and quitting times, as follows:

Elementary Schools:	8:00 a.m. to 3:15 p.m.
Middle School:	8:00 a.m. to 3:15 p.m.
High School:	7:40 a.m. to 2:55 p.m.

Starting and quitting times may be adjusted by a cooperative agreement between the District and the Union during the negotiating of the calendar. Any such agreement shall not increase or decrease the hours of the school day.

Section 4. - TEACHING ASSIGNMENTS

- A. All teachers shall be assigned by the Superintendent to those positions for which they are certified and qualified.
- B. All teachers shall teach only in those areas for which they are certified and qualified.
- C. Chemistry and Physical Science teachers shall have the first hour for preparation of demonstrations, whenever possible.
- D. If possible, classes will be arranged so that no teacher shall be required to prepare for more than two (2) classes.
- E. Each high school teacher shall accept a sponsorship of some class or club on a rotating basis starting with those having the least seniority. The high school principal shall have the authority to name a sponsor if no volunteers are available.

Section 5. - TEACHING PERIODS

- A. ELEMENTARY SCHOOL - Teaching periods and/or assignments in the elementary schools shall be those assigned by the administration.
- B. There shall be no split classes at the elementary level in grades one and two.
- C. Three (3) half days shall be established in each elementary school and two (2) half days in the middle and high school for parent-teacher conferences and home visits.
- D. SENIOR HIGH SCHOOL/MIDDLE SCHOOL – High school and middle school teachers shall have six (6) standard periods per day, five (5) of which shall be teaching periods plus a homeroom assignment or its equivalent.
- E. The District will provide elementary teachers with 200 minutes of preparation per week.

Section 6. - CONFERENCES AND EXPENSES

- A. The District shall encourage teachers to attend selected professional conferences with expenses paid by the School District. A teacher's request to attend conferences shall be presented to the building principal or other supervisory officers and to the Superintendent of schools, for his/her approval.
- B. Teachers shall file with the Superintendent a written report of the meeting attended. The Superintendent will have the authority to deny future conferences for failure to submit a written report within ten (10) working days.
- C. Teachers who are permitted to attend educational conferences shall be reimbursed for their reasonable expenses. The School District shall provide a substitute teacher.

Section 7. - TEACHER EMPLOYMENT FILES

- A. A teacher shall have access to his/her personnel record upon making an appointment with the Superintendent's secretary.
- B. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has personally received, in hand, a copy of such material from the administrator, and such material expressly states that it will be placed in the teacher's file. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material and does not indicate agreement with its content. If the teacher refuses, that fact shall be noted on the document.
- C. No material derogatory to a teacher's conduct, service, character, or personality, which is not in the file, shall be used against the teacher in recommendations to other schools or positions.
- D. The teacher shall have the right to answer any material placed in his file and his answer shall be attached to the file copy.
- E. The teacher shall be permitted to reproduce any material in his file.
- F. All non-professional comments shall be excluded.

Section 8. - COUNTY, STATE, FEDERAL PROGRAMS -TEACHER PARTICIPATION

Teachers will be encouraged to obtain individual grants where applicable. The District will provide assistance in the preparation and implementation of such grants.

Section 9. - NON-TEACHING ASSIGNMENTS

- A. Teachers will be given an opportunity to volunteer for extra duties for which they will be given compensatory time. If there are insufficient volunteers, the principal will assign the teachers on a rotating basis with those teachers who are not otherwise involved in extra curricular activities. The rotating of assignments will be done in a fair and equitable manner.
- B. Teachers who are requested to return to school for evening activities such as Commencement, Fine Arts Festival, Open House, etc., will be excused five minutes after the completion of the students' regular school day schedule. The previous sentence does not pertain to those who are paid to chaperone activities such as basketball, football, dances, etc.

Section 10. - LIABILITY

- A. Teachers will not be held responsible for loss within the school or on official school business of school property or children's property in the absence of willful neglect.
- B. The Board of Education will consider reimbursement for losses of employees' personal property when the employee suffers such loss during his hours of employment.

Section 11. - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Policies as approved by the Board of Education shall constitute the basis for the Student Code of Conduct (5500) and for the Teachers' Safety Provisions (3162). In no event shall the teacher use force in excess of that permitted by law in the discipline of any student.

- B. The teacher involved shall be given 24-hour notice when his/her presence is required at any meeting relating to a student assault and the teacher shall be informed if the meeting involves allegations that the teacher assaulted someone. If the meeting concerns allegations of a teacher assaulting someone, the teacher's union representative or chosen representative shall also be allowed to attend the meeting.
- C. The Superintendent or his/her designee shall form a student discipline committee or committees (either District-wide and/or building by building) comprised of representatives designated by the Superintendent or his/her designee but which shall include three Union representatives (one from each of the following schools: Elementary, Middle, and High School), which committee shall be responsible for generating quarterly reports to the Superintendent that track violations of the code of student conduct on campus and which make recommendations for improving the District's code of student conduct, student disciplinary processes and procedures and community involvement with respect to minimizing the frequency of student code of conduct violations.
- D. When a teacher exercises his/her right to a snap suspension of a student, in addition to the Teacher's obligation to meet with the student's parent regarding the suspension, the teacher shall inform his/her principal of the suspension, the reason for it and he/she shall recommend further discipline if the teacher believes same to be warranted. Said notice and recommendation shall be in writing and shall be issued as soon as practicable after the snap suspension. If the teacher makes such a recommendation, the teacher shall cite in the recommendation the provisions of the student code of conduct he/she believes the student violated and the teacher shall detail in the recommendation whatever evidence the teacher has or is aware of that would support the alleged violation(s), including the names of any witnesses. Upon receipt of a snap suspension notice and any recommendation for further discipline, the Principal or his/her designee shall investigate the incident giving rise to the notice as soon as is practicable. As soon as is practicable after the completion of the investigation, the Principal or his/her designee shall issue a written report to the Superintendent or his/her designee detailing the snap suspension, the incident giving rise to it, the results of the Principal's or his/her designee's investigation and the principal's recommendation of either no further action or for additional action. The report shall include a copy of the notice and recommendation of the teacher with respect to the snap suspension involved. The Principal and Superintendent or their respective designees shall confer with respect to the report as soon as practicable after its receipt by the Superintendent or his/her designee and thereafter a decision will be made with respect to any recommendations. The teacher who issued the notice shall be informed of the decision. The teacher may then confer with the Superintendent or his/her designee about the decision. The Superintendent's or his/her designee's decision shall not be subject to a grievance. However, the right to grieve a failure to follow the process is not waived.
- E. Teacher absences resulting from and caused by assault at school or a school related event not caused by the teacher shall be governed by Article XII.

Section 12. - STAFF DEVELOPMENT

- A. Each school building will have a school improvement committee to be made up of teachers, administrators, parents, students, and others as mandated by state and federal regulations.
- B. The Union will cooperate with the administration in encouraging teachers to become members of and participate in committees as needed. The committees will include subject matter committees, school improvement and other committees necessary for the operation of the District. The hourly rate will be paid, pro-rata, after student dismissal.

Section 13. - COMMUNICABLE DISEASES

- A. A teacher absent from work because of any communicable disease (e.g. measles, mumps, chicken pox, scarlet fever, impetigo, conjunctivitis) contracted in connection with his teaching duties shall suffer no loss of pay and shall not have resultant absences charged against his accumulated sick days. Upon

date of return, a doctor's statement will be required identifying the disease and indicating that the teacher may return to work.

- B. Students may return to school after suffering a contagious disease only after they have presented a doctor's certificate indicating they have been cleared for return to school.

Section 14. - LESSON PLANS

- A. Lesson plan and grade books will be available to the school administrator at all times. Lesson plan books that are turned in by teachers as a part of the closing of schools routine shall be returned to the teachers no later than the last day of school.
- B. An emergency lesson plan needs to be on file with the principal, including class schedules, classroom rules and procedures, free and reduced lunch lists, busser lists, encompassing a three (3) day period of plans. The teacher is responsible for replacing this plan once it is used.

Section 15 - ABSENCE FROM WORK

- A. It is the teacher's responsibility to inform the District prior to an absence. The teacher shall notify AESOP the morning of or the night before the absence. Telephone number and web address for AESOP shall be provided to the staff at the beginning of the school year.
- B. Teachers who have been absent because of a sick day or personal business day shall not be required to give notification that they will report for work on the day following their absence. It shall be assumed that they will report for work.

ARTICLE V CLASS SIZE

Realizing that the pupil-teacher ratio is an important aspect in an effective program, the parties agree that class size should be lowered wherever possible.

The District will attempt, whenever feasible, to meet the following class size ranges:

- A. Elementary Schools —

Grades PreK — K, 20 — 25 pupils per regular class
Grades 1 – 3, 23 — 28 pupils per regular class
Grades 4 – 8, 25 - 30 pupils per regular class
- B. Senior High School - 30 — 35 pupils per regular class

It is further recognized that events may occur which threaten the financial stability of the school district and require the reduction of teaching staff. In such instances, the ranges may not be achievable and they shall not be applicable during periods of layoff. The Administration is willing to **discuss** with the Union how to avoid deviations from or minimize the effect of deviations from the ranges set forth above, but reserves the right to have final say on the matter based on the financial circumstances of the District. Such discussion should include, where appropriate, safety concerns, available resources and scheduling the use of resources. Further, and in the event a class size falls below the low number in a range set forth above, the Administration has the obligation and the right to decide the best course of action which could include cancellation, combination, reassignments and/or maintaining the status quo. The District shall document these financial shortcomings to the Union.

ARTICLE VI
SENIORITY

Section 1. - DEFINED

Seniority shall be years of continuous employment from the first date when the teacher taught on a regular basis and was responsible for daily classroom duties. . Summer school teaching will not count. Time spent on leave of absence to work for another employer shall not be used to compute seniority, except as herein provided. The union will have 30 days after the close of the school year to question any objections on the seniority list as prepared by the Superintendent's office.

Section 2. - SENIORITY IN STATE AND FEDERAL PROGRAMS

A. Non-Adult Education Teachers in Federal and State paid programs, such as Title I, Title II, Title III, Head Start, Social Services, ELL, shall be included in the system-wide seniority system as members of the bargaining unit, subject to the following provisions:

1. a. Teachers hired into a Federal and State paid program may not use their seniority to select a position in the General Education program. However, once they have been accepted for a position in the General Education program, their full seniority shall transfer with them.

b. Teachers who transfer into or out of the Federal and State paid programs shall lose no seniority because of the transfer.
2. When faced with a lay-off, all Federal and State paid teachers may exercise their rights under system-wide seniority to choose a position in the General Education program for which they are qualified that is held by the teacher with the lowest system-wide seniority.
3. Conversely, those teachers in the General Education program who are faced with layoff and have the necessary qualifications for teaching in the Federal and State programs may exercise their rights under system-wide seniority to choose a position for which they are qualified that is held by the teacher with the lowest system-wide seniority in that program.

B. When teachers have the same starting date, their place on the seniority list shall be determined by a lottery to be conducted jointly by the District and the Union within ten (10) school days after the start of the school year.

C. Teachers may only accrue District-wide seniority.

Section 3. - LOSS OF SENIORITY

Seniority shall be lost for any of the following reasons:

- A. Resignation
- B. Discharge unless it is reversed.
- C. If the teacher fails to return to work from leave of absence within ten (10) school days after the teacher was scheduled to return to work except when prevented by "an act of God".

Section 4. - APPLICATION OF SENIORITY

A. System-wide seniority will be considered as the determining factor when two or more applicants have the accepted qualifications as listed for a position except as noted in Article VIII, Section 1B.

- B. The Board shall make the final decision on all promotions upon receipt of the recommendations of the superintendent based upon the above procedure.
- C. A teacher with an elementary and/or secondary teaching certificate working a partial schedule shall accumulate seniority on the basis of hours worked per day in relationship to a full work day.
- D. A teacher with an elementary and/or secondary teaching certificate working a partial weekly schedule shall accumulate seniority on the basis of days worked in relationship to a five-day week.
- E. Seniority shall not accumulate on leave of absence except on infant care leave for children under age 2, sabbatical, illness, and as provided in Article XIII, Section 7. Seniority for infant care leaves will accumulate for a maximum of two years total for the work life of the employee. Seniority for illness will also accumulate for two years.
- F. In the event of layoff, a teacher may use seniority to select a position so long as the teacher possesses the minimal qualification of seniority and certification under Federal and State law for the position.

ARTICLE VII
COUNSELORS

- A. A counselor will not act as an assistant principal nor as an administrative assistant.
- B. The counselor will be responsible to perform those duties specified in his job description.
- C. A permanent secretary shall be assigned to the counseling office in the high school at least on a half-time basis.
- D. High school counselors shall work an additional ten (10) days and shall be paid for these additional days at their normal daily salary rate.

ARTICLE VIII
PROMOTIONS, TRANSFERS AND VACANCIES

Section 1. - QUALIFICATIONS

- A. For purposes of assignments and transfers resulting from lay-off, an individual teacher's qualifications shall be determined by reference to certifications only.
- B. For purposes of filling assignments, vacancies and new positions, the board of education shall consider the following qualification standards: Areas of specialization, Certifications under Federal and State law, Seniority, Degrees, Evaluations, Major and minor field of study, Specific substantive academic course work.

Section 2. - CHOICE OF OPEN POSITIONS

- A. Promotions, transfers, filling of vacancies, choice of open positions, and assignments within the bargaining unit shall be based on a policy that teachers employed by the District shall have first right to them subject to qualifications and seniority.

- B. The Superintendent will provide a list of vacancies for the next school year, which will be posted on the District's web site and in each building by the Union for ten (10) days prior to filling such vacancies. During the summer, all teachers who wish to be notified of vacancies must leave self-addressed envelopes with the Superintendent to receive the notices. These will be sent at the same time as the notice to the Union president or his designee. Members of the Union who have applied for a vacancy will be notified by the Superintendent of his decision.
- C. During the regular instructional year, teachers who use their option under Section 3, "Transfers, Vacancies, and Assignments", are ineligible for another open position the remainder of that school year. In the event a teacher is involuntarily transferred, that teacher may still use Article VIII, Section 3 to choose an open position.

Section 3. - TRANSFERS, VACANCIES AND ASSIGNMENTS

- A. If a position has been created, teachers employed by the school district shall have the first right of assignment to it subject to qualifications and seniority as provided herein.
- B. The decision of the Superintendent shall be final and shall be based upon the above procedure.
- C. Teachers who will be transferred or reassigned shall be given sufficient notice of such transfer or reassignment as soon as feasible. Unless notified, it shall be presumed that teachers will continue their present assignment. Teachers who intend to separate employment with the school system shall give a sixty (60) day notice of such intention before the commencement of the school year.
- D. If a teacher is transferred because of a reduction of staff or the formation of a new school his or her seniority (system-wide) shall be in effect immediately in the new position.
- E. A teacher returning from any type of leave of one school year or less shall return to the same position. Teachers returning from leaves of more than one school year shall accept any available position for which he/she is qualified. If no such position is available, the teacher shall exercise his/her rights under section Article X, Section 1D, to prevent layoff.
- F. Vacant positions resulting from any leave of one year will be posted. The posting will specify that any changes in assignments resulting from such posting will be in effect for one school year. Teachers who have accepted a one year position in a job open because of a leave of absence will return to the position he or she previously held after the one year assignment ends.

Section 4. - DURATION OF ASSIGNMENTS

All assignments shall be on a continuing contract.

Section 5. - NOTICE REQUIREMENTS

- A. Any promotion, open position, transfer, or assignment shall be posted for not less than ten (10) school days except with the permission of the President of the Union.
- B. The Superintendent will provide a list of vacancies for the next school year, which will be posted on the HPS web site and in each building by the Union for ten (10) days prior to filling such vacancies. During the summer, all teachers who wish to be notified of vacancies must leave self-addressed envelopes with the Superintendent to receive the notices. These will be sent at the same time as the notice to the Union president or his designee. Members of the Union who have applied for a vacancy will be notified by the superintendent of his decision.

Section 6. - PREVIOUSLY ABOLISHED POSITIONS

If a job affecting a member of the bargaining unit is abolished by the Board and is later re-established, the teacher who last held that job and is still an employee of the Board shall have the first opportunity to fill the re-established position providing the teacher is qualified..

Section 7. - JOB DESCRIPTIONS

- A. Both parties shall be governed by the job descriptions and definitions of responsibilities as set forth in the policies of the Board of Education. Copies of said policies shall be made available to the Union. Amendments and future changes affecting the bargaining unit's wages, hours, and working conditions shall remain negotiable.
- B. No teacher shall be required to perform procedures for handicapped/medically fragile students such as suctioning and catheterization, unless currently trained and certified.
- C. Assistance for New Teachers – In accordance with Section 1526 of the State Aid Act, the District will provide new teachers with assistance in the form of intensive professional development and mentoring, including five (5) days of in-service training each school year.

ARTICLE IX BUILDINGS AND CLASSROOMS

Section 1. CLASSROOM ATMOSPHERE

- A. The creation and preservation of a safe, healthful, quiet and comfortable classroom and general school atmosphere is necessary for the best interests of the children, the teachers, and the furtherance of the educational process.
- B. It is our mutual responsibility to make every effort to maintain such an atmosphere.
- C. Buildings shall be kept as clean, safe and healthful as possible.
- D. Facilities for personal hygiene, desk space and facilities for clothing, as well as other necessary requirements for good teaching shall be provided and maintained. Any necessary improvements to existing conditions shall be made at the earliest possible time.
- E. The parties will cooperate in maintaining physical facilities of the school and classroom to the best of their abilities.
- F. Classroom interruptions shall be held to a minimum so as not to interfere with the work of the teacher and his pupils.
- G. Teacher absences resulting from and caused by a District building shall be governed by Article XII, Section 5.

Section 2. – SUPPLIES

- A. All budgeted supplies and materials shall be distributed to building administrators prior to the first day of school attended by students.
- B. Duplicating paper and supplies shall be stocked near the duplicating machines in a convenient place that is available to teachers at reasonable times and subject to reasonable procedures. Duplicating equipment shall be available at reasonable times and subject to reasonable procedures to teachers for official District use (not other business or personal or union use) but will normally be used during preparation periods, lunch, before and after school.

Section 3. - SUPPLIES REQUISITION

Each teacher shall be allowed to requisition through the school principal classroom supplies not generally ordered during the school year. The Superintendent or his/her designee must approve any such requisition.

Section 1. - PURPOSE

The fundamental purpose of the grievance procedure is to resolve grievances and complaints in an equitable manner at the earliest step and to eliminate the source of them.

Section 2. - BARGAINING COMMITTEE

The Bargaining Committee shall consist of a membership not to exceed five (5) members including the president of the Union.

Section 3. - UNION RIGHTS

The Union shall be notified of any meetings between a teacher and administration at which disciplinary action against a teacher is to be discussed or taken. No teacher shall be disciplined or reprimanded without just cause.

Section 4. - TIME IN WHICH TO FILE GRIEVANCE

Grievances shall be considered waived unless filed, in writing, within twenty (20) days of the grievable offense, except when the offense arises from a clerical error on behalf of the district. In the latter case, a grievance shall be considered waived if not submitted in writing within ten (10) days of the date that the informal process has ended.

Section 5. - INFORMAL CONFERENCE

An alleged grievance shall be discussed first with the principal and/or his designee with the object of resolving the matter informally. The opportunity to be present shall be extended to the teacher representative and or Union designee.

Section 6. - FORMAL PROCEDURE

STEP 1. - PRINCIPAL, TEACHER AND TEACHER REPRESENTATIVE

If the grievance has not been resolved informally, the aggrieved teacher may present his grievance in writing in duplicate to the office of the principal within ten (10) business days following the act or condition which is the basis of the grievance. Thereafter, the grievance shall be discussed with the principal or his designee within three (3) business days after delivery of the grievance to his office. Within three (3) business days after delivery of the written grievance to the principal, the grievance shall be discussed by the principal or his designee with the aggrieved teacher and the teacher representative. If it has not been resolved by agreement, the principal or his designee shall, within two (2) business days following this meeting, write his decision together with supporting reasons on the grievance and return it to the teacher representative. The Union may send it to STEP 2 by delivering it to the office of the Superintendent within five (5) business days after receiving the grievance from the principal.

STEP 2. - SUPERINTENDENT AND BARGAINING COMMITTEE

Within five (5) business days after the grievance has been received by the office of the Superintendent, the grievance shall be discussed at a meeting of the Superintendent and the Bargaining Committee and such representatives as either party may desire with the intention of resolving the grievance with an agreement. If an agreement is reached, it shall be written on the grievance and the Superintendent and the chairman of the Union Bargaining Committee shall sign it. If no agreement is reached, the Superintendent shall write on the grievance his denial of it together with his supporting reasons within the second business day following this meeting and return it to the Chairman of the Union Bargaining Committee. If the Union is dissatisfied with the results of this meeting the Union may proceed to STEP 3.

A grievance shall be deemed withdrawn and waived by the Union and the grievant if the grievance is not filed or pursued to the next step within the time frames of each step.

Section 3. - PEACE CORPS AND ARMED SERVICES TEACHING

Leave without pay, not to exceed two (2) school years, shall be granted for Peace Corps assignment or assignment to teach children of armed forces personnel.

Section 4. - STUDY LEAVE

A. Leaves of absence without pay may be granted upon application for the following purposes:

1. Study in major field
2. Study to meet eligibility requirements for degree
3. Study research, or
4. Special teaching assignments involving advantage to the school system.

The regular salary increment occurring during such period of leave shall be granted.

Section 5. - PARENTAL LEAVE OF ABSENCE

A. Maternity shall be treated as any other illness.

B. PARENTAL CARE LEAVE FOR CHILDREN UNDER THE AGE OF TWO (2) YEARS--Leave for the purpose of child care shall be granted without pay. Such leaves shall be granted to either parent for a maximum of one (1) year per birth. The right to return to the job which the employee held prior to the leave of absence shall be governed by the Family Medical Leave Act for the twelve (12) weeks of leave granted under that Act. If the person's FMLA leave expires during the time school is not in session, the employee may return to his or her job by the first day of classes for the next semester.

Section 6. - UNION LEAVE OF ABSENCE

Teachers who are elected or appointed to full-time positions with the Union or any organization with which it is affiliated upon proper application will be granted unpaid leaves of absence for the purposes of accepting those positions and shall continue to accrue seniority as though they were in regular service. Upon their return to service they shall be placed on the assignment which they left and the increment step on which they would have been had they remained in regular service. To maintain his seniority, a teacher who is on such leave of absence must notify the School District within thirty (30) days of the anniversary date of his leave of absence that he wishes to remain on such leave or will return to active employment. Employment by Union leaves are limited to a maximum of one (1) year.

Section 7. - PUBLIC OFFICE LEAVE OF ABSENCE

A teacher shall receive a leave of absence without pay, seniority, or increment to serve in a public office provided such leave is for no less than one (1) year.

Section 8. - SPOUSAL LEAVE OF ABSENCE

A teacher will be awarded a one-year leave of absence without pay and without increments when his/her spouse has been transferred out of the area for business, provided that such leave has been applied for at least sixty (60) days prior to the start of the school year.

Section 9. - PERSONAL LEAVE OF ABSENCE

Personal leave of absence will be granted without pay and fringe benefits to a teacher after five (5) years of service to the District upon proper request as indicated in the following:

- A. Proper request shall mean written notification to the Superintendent at least sixty (60) calendar days before the end of the school year in June except in case of emergency.
- B. Personal leave shall be for no more than two (2) years. Employees must return for at least one school year prior to be eligible for another personal leave. The maximum number of personal leaves that may be granted is two (2). An employee who is on a personal leave may not gain employment with another school district while on a personal leave. Leaves may be extended to the maximum but not reduced.
- C. The teacher must notify the Superintendent in writing of his decision to return from personal leave at least forty-five (45) calendar days before the end of his leave.
- D. Failure to notify the Superintendent of one's desire to return from a leave shall mean termination of that teacher's employment by the District.
- E. The teacher's seniority and increment shall be frozen for the period of the leave.
- F. The number of leaves granted shall not exceed two (2) percent of the total number of teachers in any one year.
- G. If a qualified substitute cannot be found, the teacher involved shall be notified by August 1, prior to the scheduled leave. If no qualified substitute can be found before the scheduled start of school, the leave shall be denied.
- H. If more than two (2) percent of the total number of teachers apply, or in emergency cases, then a committee of five (5) persons, including the Superintendent and four (4) others of which two (2) shall be teachers named by the Union, shall make the final recommendations to the Board on requests for personal leave.

Section 10. - MEDICAL LEAVE OF ABSENCE

- A. A leave of absence for illness may be extended without pay beyond a teacher's accumulated sick leave days for such time as is necessary for complete recovery from such illness, based upon the verification of the medical condition from a certified physician, or as required by law.

If documentation provided is not sufficient in the Superintendent's opinion, then the individual must go to a physician selected by the District. If a conflicting opinion arises, a third doctor will be selected by the Union and the District, to be paid for by the District. The opinion of the third doctor will be final.
- B. See Article VIII, Section 3E.
- C. The foregoing shall not supersede provisions for layoff.
- D. A teacher returning from a one-year leave of absence shall inform the Superintendent no later than the first of April preceding the school year of the intended return. Failure to supply such a notice to the Superintendent shall be deemed evidence of the teacher's intention not to return to the employ of the School District and therefore relieve the Board of further obligation for re-employment.
- E. Teachers on semester leave who wish to return to their teaching duties shall notify the Superintendent of such fact no later than thirty (30) calendar days prior to the expiration of that leave. Failure to supply such a notice to the Superintendent shall be deemed evidence of the teacher's intention not to return to the employ of the School District and therefore, relieve the Board of further obligation for re-employment.

- F. All insurance payments shall cease when a teacher is on an extended unpaid leave, under this article or any other article contained in this contract, except as provided in Article XVII, Section F. A teacher on such leave, may elect to continue coverage provided such teacher makes necessary premium payment to the Board of Education at such times as the premiums fall due. This section shall be administered in accordance with the provisions of the FMLA and COBRA.
- G. A leave of absence for pregnancy disability shall be treated like a leave for any other disability.
- H. Any leave or absence taken for reasons covered by Family and Medical Leave Act will be counted against an employee's allotted Family and Medical Leave time.

ARTICLE XIV
WORKERS COMPENSATION

All leaves required by virtue of illness or accident compensable under the Workmen's Compensation Laws shall not be charged against sick leave and the Board shall pay to such persons an amount equal to the difference between the amount allowed under the Workmen's Compensation Laws of the State of Michigan and the basic salary due such teacher. In no event are payments to exceed a period of ninety (90) days or exceed one hundred percent (100%) of the employee's daily rate. The employee must procure proper medical documentation and supply it to the insurance company in order to receive this benefit.

ARTICLE XV
FAIR EMPLOYMENT PRACTICES

- A. A District agrees to continue its policy of non-discrimination toward any teacher or pupil on the basis of race, creed, color, national origin, sex or marital status, age, handicap, disability, or membership or participation in or association with activities of any teacher organization.
- B. The Union, in accordance with its Constitution, agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, age, handicap, or disability, and to represent equally all teachers without regard to membership or participation in or association with the activities of any other teacher organization.
- C. The parties jointly agree to work together to continue and expand a policy to eliminate all forms of discrimination and segregation with respect to school facilities, programs, materials and staff.

ARTICLE XVI
BOARD POLICIES

The policies of the Board of Education of this District as amended from time to time shall govern the parties hereto in all particulars not otherwise set forth herein and are hereby incorporated by reference and made a part of this agreement. Provided, however, that any proposed amendments or changes in Board policies relating to wages, hours and working conditions shall hereinafter be negotiated at a future date. Matters not covered by this agreement which affect the rights of the bargaining unit relative to wages, hours and working conditions shall be negotiated.

ARTICLE XVII
HOSPITALIZATION, DENTAL, VISION, LIFE INSURANCE
AND LONG TERM DISABILITY

A. General

1. The Board shall pay the cost of the following insurance coverages for each eligible employee and his or her eligible dependents upon written application by the employee. The District retains the right to be the policy holder of all insurance policies provided for in this agreement and the right to bid out insurance coverages except the AFL-CIO Public Employee Trust Four Star Health Care Program, which are comparable to those required by this agreement. Coverages shall be administered under the rules and regulations of the underwriter. Coverage becomes effective after the insurance company notifies the employee of his/her acceptance into the plan.
2. The employee shall report to the Business Office additions/deletions of dependents or changes in coverage status within 30 days of occurrence. Failure to comply will compel the employee to make whole the employer for any cost sustained.
3. All insurance programs, outlined in this article, shall run from September 1 through August 31, except for individuals who resign their positions prior to August 31 or go on any leave which does not call for the continuation of insurance benefits. These individuals shall have their insurance terminated at the end of the month they terminate or go on leave subject to the provisions of COBRA (Comprehensive Omnibus Budget Reconciliation Act).
4. Family Dependent Coverage for the school year August 21, 2001 to August 23, 2002 and the following school year August 24, 2002 to August 22, 2003, the parties, each of them agree to Article XVI, Section 4 Hospitalization, Dental, Vision, Life Insurance and Long Term Disability of the August 24, 1998 to August 20, 2001 Collective Bargaining Agreement.

For the school year August 22, 2003 to August 23, 2004 and the school year August 24, 2004 to August 25, 2005, the parties agree, each of them, that in Article XVI, Section A4 that the paragraph shall read as follows:

Family dependent coverage is limited to spouse, and children under the age of twenty-five (25) years of age if single, living with parents, attending school full-time, and claimed as a dependent on the employee's 1040 tax return.

Despite the provisions above, the parties agree that the terms of the medical insurance policy shall govern the age of eligibility of dependents for insurance coverage.

B. Hospitalization:

1. The District shall provide a Hospitalization plan through MEBS (CMM-WRAP) with a self-funded drug prescription rider according to the following schedule:

2008-2009 – RX \$5/\$10 2009-2010 – RX\$5/\$10

2010-2011 – RX\$10/\$20 – with a \$10 rebate returned to the employee (but at no cost to the District)

2011-2012 – Same as above

2. As an alternative to the foregoing program an employee may elect as his/her health insurance, subject to the underwriters acceptance, an HMO (Health Care Network) plan selected by the District. The District shall pay monthly to the appropriate agency or underwriter the premium for such insurance, up to the monthly premium cost to the District for the regular program.

3. If allowed by the insurance carrier and offered by the District, the married employee with or without dependents who does not elect to enroll in the District's health care program will be eligible for a stipend in the amount of \$2,400 per year. This program shall be subject to the requirements of the law.
4. Annually the employees will disclose any other health care coverage under which the employee, their spouse or dependents are covered so that the District may be assured that claims are processed in the proper order and that its claims history is not distorted.
5. The District will pay retired employees the uncovered amount of the MPSERS Hospitalization coverage through the month of the retired employee's 65th birthday provided that the retired employee was employed by Hamtramck Public Schools for at least 20 years and retired under the Michigan Public School Employees Retirement System.

C. Dental:

The District will provide self-insured dental coverage through MEBS with Benefit Levels of IV 100-70-70% with a fifty percent (50%) orthodonture benefit. (maximums \$1,250/\$1,200) If MEBS' Dental Plan should ever become more expensive than an alternative plan, the District may switch coverage.

D. Vision:

The District will provide vision coverage comparable to the AFL-CIO Public Employee Trust Gold Star Vision Care Plan.

E. Life Insurance:

The District shall provide each teacher with a life insurance policy at the rate of fifty thousand (\$50,000) dollars, implemented October 1, 1994.

F. Long Term Disability Insurance:

The District will provide for the employee Long-Term Disability insurance coverage with a waiting period of ninety (90) calendar days from the first date of disability and benefits of sixty (60) percent of the normal monthly earnings to a maximum benefit of Three Thousand Five Hundred and no/100 (\$3500.00) dollars per month. Upon becoming eligible for Long-Term Disability the employee will receive long term disability benefits from the insurance company.

The employee has the responsibility to file the proper disability applications in a timely manner. Following the ninety (90) day waiting period, the unexpended sick days of the employee will remain in the sick bank during the disability period. The employee will not earn any sick days while on disability. Teachers returning from Long-Term Disability shall not advance more than one (1) increment on the pay scale, and shall not accrue more than two (2) years seniority for the work life of the employee.

"Insurance benefits provided by this agreement shall continue to be paid by the district for a period of six (6) months on and after the initial date of the disability. Any leave under this provision shall be substituted for FMLA. Insurance benefits will cease six (6) months from the initial date of the disability. The employee may elect to continue coverage under the provisions of COBRA."

ARTICLE XVIII
SEVERANCE PAY

A. For purposes of severance pay at retirement, teachers eligible for banking sick days will be paid for their banked days as severance at retirement in accordance with the following scale:

1 — 150 accumulated days — 50%

151 — 200 accumulated days — 60%

201 — 210 accumulated days (or more) —

75%

B. A teacher will be paid four thousand (\$4,000) dollars at retirement provided he/she has accumulated at least twenty (20) years of service with the Hamtramck Public School District, and has provided the District with notice of his/her intent to retire no later than sixty (60) days prior to the end of the school year (June 30). This latter requirement may be waived in the District's discretion in light of extenuating circumstances such as death, disability or other emergency affecting the retiring employee. In the case of teachers who were unable to personally bank sick days for the qualifying twenty year period, they shall receive a five thousand five hundred dollar (\$5,500) retirement benefit subject to the same conditions as the four thousand (\$4,000) benefit.

C. In the event of the death of a teacher who meets the criteria for severance pay (the payments due in A and/or B above), his/her beneficiary shall be paid severance due based on the number of unused sick days in the teacher's sick bank, in accordance with the scale in Section A of this Article.

ARTICLE XIX
ADULT EDUCATION

Section 1. APPLICATION

The following articles shall apply only to Adult Education teachers and shall not include teachers in the Community Education Program.

- A. Adult Education Teachers shall be State Certified, and shall be a teacher in the Adult Education Program.
- B. Adult Education Teachers will receive one (1) personal leave day each semester. No leaves shall be granted on the day before or the day after a school holiday or a school vacation. A personal business day may not be granted the first week or the last two (2) weeks of the school year.
- C. Adult Education Teachers will receive pay for the hours they would normally work if the class, as scheduled, falls on the following holidays:

New Years Day	Martin Luther King Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
- D. Adult Education Teachers will accumulate one (1) hour of sick time for every fifteen (15) hours worked.

Adult Education Teachers will receive pay for any snow days provided they would be scheduled to work on that day.

E. ADULT EDUCATION CLASS SIZE

- 1. At the beginning of the school year and/or semester, a minimum of twenty (20) students is necessary to open up a class section.
- 2. If an Adult Education Teacher has less than eight (8) students in his/her class, the Adult Education Director may discontinue that class.

F. ADULT EDUCATION SENIORITY

- 1. Adult Education shall maintain a separate seniority list for the sole purpose of the Adult Education Program.
- 2. Seniority for Adult Education Teachers shall accrue based on the total number of hours of continuous employment beginning with the 1987-88 school year.
- 3. Seniority may only be used to secure a position at the start of a semester or when a new position is posted. All adult education teachers are subject to certification requirements for the positions they hold. Selections for adult education positions will be made on both seniority and appropriate certifications.

G. POSTING PROCEDURES

- 1. New positions in Adult Education shall be first offered to Adult Education Teachers based on Adult Education seniority.
- 2. Positions not filled by Adult Education staff shall be posted for the remainder of the bargaining unit.

Section 2. - ADULT EDUCATION SALARY SCHEDULE:

Step	2001-2002	2002-2003	2003-2004	2004-2005
1	21.81	22.46	23.14	23.83
2	22.39	23.06	23.75	24.47
3	23.54	24.24	24.97	25.72

- A. Any absence due to illness the day preceding or following a holiday shall require a physician's statement in order to receive pay for the days absent. A statement must be presented to the Director within three (3) working days upon return.
- B. Any absence due to illness extending beyond four (4) days shall require a physician's statement. Such statement may be from the school physician or from the teacher's family physician. The statement must be presented to the Director the day the teacher returns to work.
- C. The District shall provide an answering machine for reporting absences.
- D. The District shall provide each full-time adult education teacher single coverage from the vision plan provided to regular education teachers. (Full time is defined as working a minimum of twenty-four (24) hours per week.)
- E. Under the direction and supervision of the Adult Education Director each teacher will receive a paid prep period three (3) times per school year. This will be one (1) class period per course. If throughout the year the active enrollment is equal to or exceeds 30 or more students, that teacher is entitled to one (1) additional prep.
- F. The School District shall reimburse one-half (1/2) the cost of medical coverage to full time adult education employees, provided said teacher completes the school year as a full time employee.

ARTICLE XX
PART-TIME TEACHERS

- A. To be eligible to receive any fringe benefits a teacher must be under contract for full-time employment.
- B. No full-time staff members will have their work assignments reduced to hire a part-time teacher to fill an assignment for which the full-time teacher is qualified.
- C. A less than full-time teacher may be hired when the need exists for a part-time position.
- D. A part-time teacher shall be placed on the teachers' salary schedule at the appropriate fraction of an agreed upon step of the salary schedule and shall progress to the next step of the salary schedule annually until the maximum salary step has been reached. The Union shall be informed of the agreement. Agreements made prior to the ratification of this contract shall prevail.
- E. All less than full-time teaching personnel shall abide by the agency shop provisions as stated in Article II, Section 1.
- F. When an expansion of a part-time position becomes necessary which includes a part-time teacher's assignments, and that part-time teacher has the necessary certification for the expanded position, the part-time teacher shall be given the option of either accepting the expanded position, as required by the District or accepting a layoff.

- G. To accumulate seniority, a part-time teacher must have an elementary and/or secondary teaching certification and be under contract.

ARTICLE XXI
MISCELLANEOUS

- A. The dismissal of a probationary teacher is not proper grounds for a grievance.
- B. The District will print the Agreement in booklet form.
- C. Any student who fails a class, may not re-take the class with the same teacher, if another teacher's class is available for that student in the subject or class that he failed, unless mutually agreed to by the teacher and principal.
- D. The high school cafeteria will have a table setting for teachers.
- E. Parking places shall be available to teachers.
- F. The word "assignments" shall be added to all sections relating to promotions, vacancies and transfers.
- G. Five (5) W-2 forms will be given to teachers for income tax purposes if possible
- H. Upon written request to the Payroll Department, a teacher shall receive his/her check in a sealed envelope.
- I. A student who is suspected of being a special education student candidate shall be referred to the Special Education Department. The Department will test and process the referral according to its rules and regulations.
- J. In the absence of emergency, major repair work, painting, or exterminating that can be done when school is not in session shall be done during vacations so as not to disrupt classes.
- K. The School calendar shall be negotiated by the District and the Union and distributed by June. It shall include four (4) report card markings for all schools.
- L. The District shall encourage educational field trips and when funds are available, transportation shall be provided. Substitutes will be provided when necessary.

ARTICLE XXII
STRIKE PROHIBITION

The Union will not engage in or encourage strike action of any kind during the life of this contract.

ARTICLE XXIII
SAVINGS CLAUSE

If any provisions of this agreement shall at any time be held contrary to law or decisions by a court of last resort in Michigan or of the United States or by any court of competent jurisdiction from whose judgment no appeal has been taken within the time provided for so doing, and in that event, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIV
COMPENSATION

Compensation shall be governed pursuant to the terms and conditions set forth in Schedule "A" and Schedule "B" attached hereto and made a part hereof.

ARTICLE XXV
DURATION

This agreement shall be in effect from August 27, 2008, through August 22, 2011. At any time subsequent to January 1, 2011, either party may give written notice of its intention to reopen negotiations for a new agreement. Meetings between the parties shall begin not later than twenty (20) days after such notification unless otherwise agreed upon by the parties hereto.

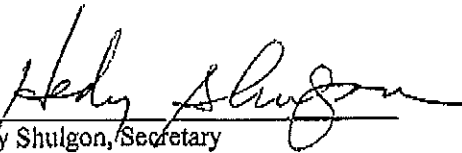
In witness whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above:

For the School District of the City of
Hamtramck, a General Law School District:



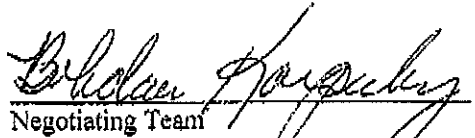
Titus Walters, President

-and-

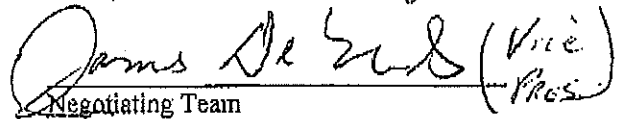


Hedy Shulgon, Secretary

_____, Secretary

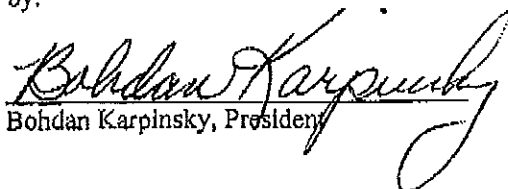


Negotiating Team



Negotiating Team (Vice Pres.)

For the Hamtramck Federation of Teachers, Local
1052, American Federation of Teachers, AFL-CIO,
by:



Bohdan Karpinsky, President

SCHEDULE "A"
COMPENSATION

Section 1. **GENERAL PROVISIONS**

A. **SALARY FOR NEW INSTRUCTIONAL POSITIONS**

If a new position is established within the bargaining unit during the period of the Agreement, the District will consult with the Union concerning an appropriate salary for such position

B. **STATE AND FEDERAL PROGRAMS**

The salaries and fringe benefits for teachers on state and federal programs shall correspond to the salaries and fringe benefits of teachers in the bargaining unit.

C. **VOCATIONAL CLASSES**

Vocational classes and programs that are reimbursable shall be established whenever feasible in the high school.

Section 2. SALARY SCHEDULES

An across the board raise according to the following schedule (against the 2004/2005 teacher salary and step schedules in Section 2 only):

2007-2008 0%

2008-2009 3/4% for teachers at step 10 only

2009-2010 1 %

2010-2011 1%

Effective with the commencement of the 2009/2010 school year there shall be a new step added to the 2004/2005 step schedule (step 11) which shall be \$69,175 for BA and \$79,515 for MA for 2009-2010 and only subject to the increase scheduled for 2010-2011.

**SALARY SCHEDULE
2004-05 SCHOOL YEAR
First 1/2 of school days**

STEP	BA	MA
0	36,793	39,908
1	39,416	42,619
2	42,311	46,791
3	45,189	50,084
4	47,279	52,868
5	50,532	56,516
6	52,727	58,725
7	54,992	62,120
8	57,776	64,403
9	61,958	68,515
10	64,998	74,497

**SALARY SCHEDULE
2004-05 SCHOOL YEAR
Second 1/2 of school days**

STEP	BA	MA
0	37,529	40,706
1	40,204	43,471
2	43,157	47,727
3	46,093	51,086
4	48,225	53,926
5	51,543	57,647
6	53,781	59,899
7	56,092	63,363
8	58,932	65,691
9	63,197	69,885
10	66,298	75,987

Hamtramck Public Schools Teacher's Salary Schedule 2008-2011

Teacher's Contract

2008/09 Step	Old Rate BA	0.75%	MA	0.75%
0	37,529		40,706	
1	40,204		43,471	
2	43,157		47,727	
3	46,093		51,086	
4	48,225		53,926	
5	51,543		57,647	
6	53,781		59,899	

7	56,092		63,363	
8	58,932		65,691	
9	63,197		69,885	
10	66,298	66,795	75,987	76,557

2009/2010	BA	1%	MA	1%
		2009/2010		2009/2010
0	37,529	37904	40,706	41113
1	40,204	40606	43,471	43906
2	43,157	43589	47,727	48204
3	46,093	46554	51,086	51597
4	48,225	48707	53,926	54465
5	51,543	52058	57,647	58223
6	53,781	54319	59,899	60498
7	56,092	56653	63,363	63997
8	58,932	59521	65,691	66348
9	63,197	63829	69,885	70584
10	66,298	66961	75,987	76747
11		69175		79515

2010/2011		1%		1%
		2010/2011		2010/2011
0	37904	38283	41113	41524
1	40606	41012	43906	44345
2	43589	44025	48204	48686
3	46554	47020	51597	52113
4	48707	49194	54465	55010
5	52058	52579	58223	58805
6	54319	54862	60498	61103
7	56653	57220	63997	64637
8	59521	60116	66348	67011
9	63829	64467	70584	71290
10	66961	67631	76747	77514
11	69,175	69867	79515	80310

Section 3. HOURS BEYOND DEGREE

Bachelor Degree	
+15 semester hours.....	\$ 300
Master Degree	
+20 semester hours.....	\$ 375
Master Degree	
+30 semester hours.....	\$ 500
Education Specialist.....	\$ 900
Ph.D. Ed.D.....	\$ 2,000

Section 4. LONGEVITY

Teachers who have eleven (11) years of service in the District by the first day of the school year shall receive longevity pay during the first week of December that is not a regular pay week.

	<u>03/04</u>	<u>04/05</u>
After 11 years the following rate shall apply:		\$ 700
After 15 years the following rate shall apply:		\$ 1,200
After 22 years the following rate shall apply:		\$ 1,700

Effective with the commencement of the 2010/2011 school year, the longevity schedule shall be increased by \$250.00 at each level (\$950, \$1,450, and \$1,950).

Section 5. NUMBER OF PAYS

Teachers will be given the option of receiving paychecks over the duration of the school year or twenty-six (26) paychecks over fifty-two (52) weeks.

Section 6. LIST OF DEDUCTIONS

- A. A complete legible report of all deductions and updated totals will be given with each teacher's paycheck.
- B. Detroit income tax will be deducted for Detroit residents on a bi-weekly basis if possible.

Section 7. CREDIT FOR PREVIOUS EXPERIENCE

New teachers who enter the service of the Hamtramck School District at the beginning of the school year 1966-67 or at any time thereafter, who have approved professional experience outside the Hamtramck Public Schools, may receive up to a maximum of eight years credit on the salary schedule on a year for year basis, based upon the recommendation of the Superintendent.

Section 8. INCREMENTS FOR ADDITIONAL ACADEMIC HOURS (SEMESTER)

Any member of the instructional staff claiming additional salary increments based on academic credits or degrees must submit proof of having obtained such credit or degree on or before October 1 of such school year will be compensated for the full school year and if before February 1 shall be compensated for one half the school year. Proof submitted thereafter will not be accepted for credit in that school year.

Section 9. INCREMENTS FOR ADDITIONAL ACADEMIC HOURS (NON-SEMESTER)

Teachers who are not on the semester system at their college shall start receiving payment for educational credits or degrees in the month in which they present their transcripts indicating satisfactory completion of their scores.

Section 10. MILEAGE

All employees assigned and required to travel to more than one building shall be compensated at the current IRS mileage rate.

All other school related mileage requests must have prior approval by the Superintendent or his designee.

Section 11. NON-REIMBURSABLE DIFFERENTIAL POLICY

Inasmuch as the State of Michigan no longer reimburses the school system for differentials, teachers hired for the 1980-81 school year and thereafter will no longer receive a differential for certification in Vocational Education, Speech Correction and Special Education.

Section 12. TAX SHELTER

The District will cooperate with the Union in establishing a tax shelter program for its teachers. There shall be no more than Five (5) tax shelter companies approved at one time.

Section 13. COMPENSATION FOR ASSIGNMENT DURING PREPARATION PERIOD

If assigned a duty to teach class during his or her preparation period, a teacher shall be paid as follows:

2004/2005

22.50 per hour

SCHEDULE "B"
EXTRA-CURRICULAR ACTIVITIES

CURRENT

Directors:

Athletic Director	5,412.16
Vocational	3,247.30
Vocal Music (senior high)	1,623.65
Band (senior high)	2,273.11
Music (middle school)	1,298.92

Sponsors:

Senior Class	1,082.43
Junior, Sophomore, Freshman Class	703.58
Student Council (h.s.m.s.)	703.58
Yearbook	1,082.43
Safety Patrol (m.s./elem.)	324.73
Service Squad (m.s./elem)	324.73

SENIOR HIGH COACHES

Female:

Cheerleading	2,976.69
Head Basketball	3,919.37
Assistant Basketball (J.V.)	1,921.32
Freshman Basketball	1,921.32

Head Softball	2,976.69
Assistant Softball (J.V)	1,921.32
Head Volleyball	2,976.69
Assistant Volleyball (J.V)	1,921.32
Tennis	2,976.69
J.V. Tennis	1,921.32
Soccer	2,976.69
Assistant Soccer	1,921.32
J.V. Soccer	1,921.32

Male:

Head Baseball	2,976.69
Assistant Baseball (J.V)	1,921.32
Head Basketball	3,919.37
Assistant Basketball (J.V)	1,921.32

Freshman Basketball	1,921.32
Head Football	4,337.65
Assistant Football Varsity	1,921.32
Assistant Football (J.V) (2)	1,921.32
Head Wrestling	2,976.69
Assistant Wrestling	1,921.32
J. V. Wrestling	1,921.32

Tennis	2,976.69
J.V. Tennis	2,976.69
Soccer	2,976.69
Assistant Soccer	1,921.32
J.V. Soccer	1,921.32

Co-ed:

Head Soccer	2,976.69
Assistant Soccer (J.V.)	1,921.32
Head Drama	2,976.69
Assistant Drama	1,921.32
FIRST Team	1,061.21

MIDDLE SCHOOL COACHES

Female:

Cheerleading	1,623.65
Head Basketball	1,623.65
Assistant Basketball	1,055.37

Head Softball	1,623.65
Assistant Softball	1,055.37

Soccer	1,623.65
Assistant Soccer	1,055.37

Male:

Head Baseball	1,623.65
Assistant Baseball	1,055.37
Head Basketball	1,623.65
Assistant Basketball	1,055.37
Head Football	1,623.65

Assistant Football - Varsity	1,055.37
Head Wrestling	1,623.65
Assistant Wrestling	1,055.37

Soccer	1,623.65
Assistant Soccer	1,055.37

Co-ed:

Softball	1,623.65
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Head Drama	1,623.65
Assistant Drama	1,055.37

FIRST Team	795.91
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ELEMENTARY

LEGO	530.60
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Section 3. DIFFERENTIAL INFORMATION

- A. The differential salary shall be paid in a lump sum at the end of the season for the athletic activity that is being coached.
- B. Administrative and supervisory personnel shall not be eligible for assignment to coach athletic activities.
- C. A coach may be assigned to more than one athletic activity for which a differential salary is paid.

Section 4. SUMMER SCHOOL/DRIVER TRAINING

Summer schools shall be staffed in the following manner:

- A. Teachers in the District who have declared their intent in writing to return in the fall semester, shall be entitled to the first opportunity for appointment to the summer school program.
- B. All vacancies to be filled by qualified teachers in order of system-wide seniority.
- C. The salary of summer school/driver training teachers shall be as follows:

2004/2005

22.50 per hour

- D. Summer school teachers shall have the qualifications required by the State of Michigan for the subjects they will teach in summer school.

SCHEDULE "C"
SCHOOL CALENDAR

The School week calendar will be distributed to each teacher on Thursday for the following week. A master calendar of events will be posted at least two (2) weeks in advance.

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this 30th day of June, 2007, by and between the **BOARD OF EDUCATION FOR THE HAMTRAMCK PUBLIC SCHOOLS** located at 3201 Roosevelt, P.O. Box 12012, in the City of Hamtramck, Wayne County, Michigan 48212, hereinafter referred to as "School District" and the **HAMTRAMCK FEDERATION OF TEACHERS**, hereinafter referred to as "Federation", as follows:

1. That the parties and each of them agree that the following conditions shall be applicable to the settlement of the collective bargaining agreement between them:

- A. That all changes unless otherwise stated shall be prospective only and the district shall incur no retroactive liability for such modifications.
- B. That all outstanding Unfair Labor Practice Charges, if any, shall be withdrawn and/or dismissed upon the ratification of this agreement by both parties.
- C. That all outstanding grievances filed under the expired collective bargaining agreement, currently pending administration with the American Arbitration Association shall be withdrawn and/or dismissed.
- D. The parties shall establish a committee to resolve all prospective calendar issues. The committee shall consist of both union and school district personnel. In the event that the committee is unable to establish a calendar, the dispute shall be submitted to grievance arbitration under the applicable provisions of this agreement. It is mutually agreed that the 2007 to 2011 school calendars shall reflect as closely as possible the current school calendar and will utilize a pre-labor day start.

Dated: 6-10-09

HAMTRAMCK BOARD OF EDUCATION

By: Takes Walter

By: Hedy Sluzon

Dated: 6/10/09

HAMTRAMCK FEDERATION OF TEACHERS

By: Bobbie Kumpabay

By: James Detradis