

COLLECTIVE BARGAINING AGREEMENT

between the

**Ypsilanti Community Schools Educational
Support Professional Association, MEA/NEA**

and the

Ypsilanti Community Schools

2015-2018

ARTICLE 1 - RECOGNITION

- Section 1. The Ypsilanti Community Schools ("District") hereby recognizes the Ypsilanti Community Schools Educational Support Professional Association, MEA-NEA ("Union") as the exclusive representative for the purpose of collective bargaining for all full time and regularly scheduled part time food service, clerical employees, secretaries, receptionists, drivers, paraprofessionals, associate teachers, custodial, maintenance, and groundskeeping employees of the District; but excluding all District teachers, psychologists, social workers, speech and language pathologists, teacher consultants, nurses, occupational and physical therapists, adult education teachers, administrators, executives, supervisors, community/neighborhood liaisons, confidential employees, grant coordinators, behavior interventionists, the secretaries for the Superintendent, Associate/Assistant Superintendents, CFO, and human resources officials, finance office and payroll staff, security staff, network engineers/specialists, technology and data technicians, crossing guards, lunch/noon hour (student) supervisors, temporary employees (6 months or less per year), seasonal employees, substitutes, employees in pilot programs (as defined under PERA), and all other employees represented by another bargaining agent, and all other employees of the District.
- Section 2. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.

ARTICLE 2 - BOARD RIGHTS

- Section 1. Except as specifically stated to the contrary in this Agreement, nothing in this Agreement is to be construed as limiting the District's or its Board of Education's rights as provided by Michigan law. Therefore, the District retains all rights it had prior to the making of this Agreement except as specifically provided in this Agreement.
- Section 2. Among those rights the district retains, without limitation except as provided above, are the right: to manage District operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of instruction, operations or equipment (including on-line/distance learning); to determine and change the size, composition and qualifications of the work force; to determine the curriculum and means for educating students, including determining class size; to determine qualifications; to determine and modify the size of the workforce, including the right to determine when vacancies exist and the means for filling vacancies; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the school facilities and its programs including the right to select, hire, promote, schedule, demote, discipline, lay off, assign, transfer, train and terminate employees; to determine the hours and

days of work, instruction and breaks; to determine rates of pay and types of employee benefits; to determine performance evaluation instruments and standards and to evaluate employees; to subcontract any part of its operations; to select and determine supervisory and non-supervisory staff; to bid/negotiate or not bid/negotiate, or to rebid, renegotiate or not rebid/renegotiate, contracts; to renew or not renew employment agreements, and to set their terms; to make and change work assignments, and to transfer or reassign employees; to determine and change starting times, quitting times, schedules and days of work; to establish and operate pilot programs; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, and practices; and to assign duties to employees in accordance with the needs and requirements of the District, as determined by the District and as required by law.

- Section 3. The District shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement. All employees are subject to, and are expected to adhere to and comply with, District policies and procedures as in effect from time-to-time except to the extent they are contrary to the express terms of this Agreement.

ARTICLE 3 - EMPLOYEE AND UNION RIGHTS

- Section 1. The provisions of this Agreement represent the wages, hours, and terms and conditions of employment negotiated between the Board and the Union pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.
- Section 2. The Union shall have the right to use the school buildings and facilities at reasonable hours outside of the regular schools hours for meetings providing that arrangements are made sufficiently beforehand (normally at least five work days) with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. The Union agrees to promptly pay the District for any labor costs incurred by the District due to the Union's use of the facility, including the cost of any custodial or maintenance staff the District requires to be present during such use.
- Section 3. Bulletin board, e-mail and mailboxes shall be made available for the Union's reasonable use for official Union business. Such use must conform to District policies and procedures, and shall not be used to disparage the District or its staff or programs or to interfere with District operations.
- Section 4. The District recognizes the principle of progressive discipline. Progressive discipline shall mean a progression whereby the discipline may become more severe with each subsequent instance in which discipline is determined to be appropriate. The steps of progressive discipline include, but are not limited to,

(1) discussion of the problem or a verbal reprimand with written documentation, (2) written reprimand, (3) suspension, and (4) discharge. The level of discipline given in any instance shall be determined by the District, including immediate discharge.

Section 5. Any formal disciplinary reprimand or other disciplinary action shall be issued in private.

Section 6. Any disciplinary document or individualized counseling or corrective directive placed in an employee's personnel file shall be shown to the employee before it is placed in the file. Complaints by non-District employees shall also be shown to employees before being placed in the file. Employees may review the contents of their personnel file in accordance with and as required by Act 397 of the Public Acts of 1978, as amended, and the employee may opt to have a Union representative present during such review(s). An employee may submit a written rebuttal of up to one page with regard to the substance of any document in the personnel file, as allowed by Act 397.

Section 7. Employees shall wear clothing and otherwise present themselves in a manner that is professional and appropriate for their assignment. If the District determines that an employee's appearance is inappropriate, the employee shall be counseled and may be sent home (off the clock) to change. Further instances of such conduct may subject the employee to more formal action, including discipline.

Section 8. The District shall endeavor to provide adequate off-street parking for employees to the extent determined feasible by the Board.

ARTICLE 4 - PROBATION AND OTHER JOB STATUS

Section 1. All new employees shall serve a probationary period of at least the first 90 days of work for the District. The District may, in its sole discretion, extend the orientation period by up to another 30 days of work if it believes further time is necessary to determine the employee's suitability for the position. During a probationary period, employees who are eligible to accrue vacation days shall not be entitled to utilize those days.

Section 2. An employee who satisfactorily completes his or her probationary period shall be granted seniority retroactive to the date of the employee's most recent date of hire. Employees with seniority may only be disciplined for just cause. If just cause is found, the District's determination of the appropriate level of discipline shall stand.

Section 3. Among the actions which may, as deemed appropriate by the District, result in and establish just cause for discipline shall include, but shall not be limited to: abuse of authority; neglect of duties; conduct which may impugn or disparage, or does impugn or disparage, the District; inappropriate conduct directed at students,

parents, staff, or the general public; insubordination or other disrespectful conduct; dishonesty, misappropriation of funds, theft or assault; being impaired by alcohol or illegal drugs while on duty, or illegally using or possessing drugs and narcotics, possessing alcohol at any worksite, or violating the District's substance abuse policy; failure to pass a required drug or alcohol test; smoking at any worksite, work activity or in a District vehicle; violation of the technology policies; unauthorized reproduction or disclosure of confidential information, including but not limited to student records and related information; unauthorized (by the District) possession of firearms, explosive devices or weapons; excessive absenteeism or unapproved absence from work; violation of safety rules and standards; discriminatory conduct deemed contrary to law, including but not limited to sexual and other proscribed harassment, or use of racial, ethnic or sexual orientation slurs; unsatisfactory performance; disorderly conduct; immoral conduct; destruction of property; failure to comply with work rules, administrative policies or procedures, or the law; or criminal misconduct.

- Section 4. The District may place an employee who has been arrested on unpaid leave if, in its judgment, having the employee work while criminal charges are pending may be contrary to the best interests of the District. In such cases, reinstatement after conclusion of the criminal proceeding, if not convicted or plea bargained, may occur at the District's discretion and subject to the availability of a position for which the employee is qualified to fill.

ARTICLE 5 - WORK SCHEDULES AND OVERTIME

- Section 1. The normal scheduled workweek for regular full-time employees shall not exceed 40 hours. Schedules and hours may vary by position/assignment.
- Section 2. Each employee working at least 6 hours during a workday, other than Associate Teachers, shall be allowed a daily, minimum 30-minute duty-free and unpaid meal period unless otherwise approved by the District. Associate Teachers who are not provided daily 30-minute duty free lunches shall be provided with at least 2.0 hours of paid release time for each full week of work, to be taken on the Friday afternoon of that workweek. Said release time for Associate Teachers shall be prorated for partial weeks of work.
- Section 3. Employees who work a school year schedule shall normally work on days their respective school programs are in regular session and as otherwise scheduled by the District. Paraprofessionals and Associate Teachers are not required to work on days schools are closed due to inclement weather and they will be paid for the first 5 days schools are closed for that reason.
- Section 4. Working overtime may be required by the District. Employees who work beyond 40 hours in a workweek shall be paid 1.5 times their regular hourly rates of pay for each hour worked over 40. Overtime pay is based on actual hours worked. Paid and unpaid leave time is not included in calculating overtime.

- Section 5. Employees who are called to and actually work outside of their regular daily schedules shall be paid a minimum of 2 hours for said call-in, provided said work is not immediately prior to or after their respective shifts for those days. Employees may be required to work at least 2 hours during call-in periods.
- Section 6. Employees who are called in to work on a holiday or a weekend day on which they are not regularly scheduled to work will be paid at the rate of 1.5 times their regular rates of pay for such hours worked, if they are not otherwise entitled to overtime premiums for such work. Approval for an employee to work on holidays or unscheduled weekends must be obtained from the employee's supervisor in advance to be eligible for premium pay.
- Section 7. All overtime worked by employees must be approved by the applicable supervisors in advance. Management may flex schedules during a workweek to avoid employees from working overtime.
- Section 8. Employees are not to work prior to their schedule start-times, or after their schedule end-times, if applicable, without the prior permission of their supervisor, and without properly accounting for that work time in the time recording system. Employees are also not to perform any work during their meal periods without the prior permission of their supervisor.
- Section 9. Any time worked prior to a normal start-time or after a normal end-time, during a meal period, or from a remote location (approved in advanced by management) must be accurately recorded, however, and will be paid. All time must be accurately recorded by all employees. The District's payroll system presumes that full-time employees work their full 8 hour workdays. Any deviations from this must be properly and accurately recorded by the employee. No employee may work off-the-clock at any time, for any reason. No supervisor has the authority or right to allow, permit or require any employee to not record all time worked.

ARTICLE 6 - REDUCTIONS IN WORKFORCE AND RECALLS

- Section 1. Discontinuance of a program, loss of funding, loss of enrollment, or other circumstances may result in layoffs, if deemed necessary by the District. Layoff is defined as a reduction of staff not primarily related to the performance or competence of the employee. Recognizing that all positions are not interchangeable, a laid-off employee may be reassigned or transferred to other programs or positions if the position is available and the employee has the qualifications to perform the job without significant training.
- Section 2. Layoffs will occur within the job classification(s) being reduced with probationary employees, if any, to be laid-off first, and then employees with seniority in the reverse order of seniority.

- Section 3. Unless otherwise required by law, the District will endeavor to give employees being laid off a prior notice of at least thirty (30) calendar days. Subject to Section 4, below, the District reserves the right to reinstate any employee affected by a reduction in workforce as deemed appropriate by the District. Wages and benefits shall terminate upon the effective date of a layoff, subject only to the employee's rights under COBRA.
- Section 4. Employees laid-off may be subject to recall during the eighteen (18) months following the layoff. Employees with seniority will be recalled to vacancies in the classification they held at the time of layoff in the inverse order of layoff and before said openings are filled with other employees on a regular basis. If an employee is recalled to a job which is substantially different in job classification than that held when laid-off, the employee may turn down that recall. Otherwise, an employee recalled must report to work within two weeks of the issuance of the recall notice. Failure to report as required will result in a waiver of any right to future recall. Recall notices under this provision shall be made by certified mail to the employee's last known address as reflected in the District's records. Notices shall be deemed tendered upon mailing. At the time the notices are sent, the District will also provide the Union with written or email notice of employees who have been recalled.

ARTICLE 7 – JOB OPPORTUNITIES

- Section 1. If a vacancy occurs in a regular position covered by this Agreement, and the District chooses to fill that vacancy, the job will be posted for a period of five (5) work days (excluding Saturdays, Sundays and holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted. Employees will be sent copies via email of each new posting required by this provision, or a notice of each of those postings, when it is made.
- Section 2. Any employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. The District will consider all applications received, and will fill the position as it deems to be in the best interest of the District.
- Section 3. In the interest of maintaining continuing operations, the District may temporarily assign an employee to a vacant or new position until the job is filled according to this Article. Employees so assigned will receive the higher of the base hourly wage available to employees regularly assigned to that position.

ARTICLE 8 – EVALUATIONS

- Section 1. All employees are subject to being informally evaluated on a daily basis. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance

evaluations are normally conducted annually to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. New employees are typically evaluated more frequently while serving probationary periods. The evaluation instruments utilized and criteria as in effect from time-to-time will be set by the District, but only after providing the Union with the opportunity to provide input regarding those instruments and criteria. Employees will be provided with a copy of the evaluation instrument to be used with respect to a future evaluation period no later than the beginning of the applicable evaluation period.

- Section 2. Employees shall sign their formal written evaluations. The appearance of the employee's signature shall not necessarily indicate agreement with the contents of the evaluation. If the supervisor has not otherwise met with the employee to discuss the formal written evaluation, the employee may request to meet with the supervisor within 10 working days of the employee's receipt of the formal written evaluation.
- Section 3. An employee who receives feedback of less than satisfactory on one or more criteria on the employee's formal written evaluation and who is not on a performance improvement plan, may request his or her supervisor to perform a written evaluation with respect to the criteria rated less than satisfactory within 3 to 6 months following the date of the most recent formal written evaluation. Such a request shall be made to the supervisor, in writing, no later than the fourth month following the date of the formal written evaluation at issue.

ARTICLE 9 - GRIEVANCE PROCEDURE

- Section 1. Purpose and Definitions
- a. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against an employee who has successfully completed his or her probationary period. This procedure is the sole recourse employees shall have over such matters.
 - b. The term "work days" as used in this Agreement shall not include Saturday, Sunday and holidays (as observed by the District). Vacations during the District's traditional academic year (i.e., not the break between traditional academic years) are considered "holidays" for purposes of this provision.
- Section 2. Time Limits
- a. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance.

The time limits specified, however, may be extended by written mutual agreement between the District and the Union.

- b. The failure of a grieving employee to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the District to answer a grievance within the time limits specified shall permit the grieving employee to proceed to the next step of the grievance procedure.
- c. No grievance may be filed or processed based upon facts or an event which have occurred more than 10 work days before the grievance is reduced to writing or, if the employee is not in a position to know of the facts or event when it occurs, then within 10 work days from when the employee reasonably should of known of the facts or event (but no longer than 20 work days).

Section 3. Procedure

All grievances shall be presented and processed in accordance with the following procedure:

- a. Step One -- Any employee having a complaint, or an employee designated by a group of employees having a complaint, shall discuss the complaint with the employee's supervisor.
- b. Step Two -- If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the employee's supervisor within 10 work days from the date of the facts or event giving rise to the grievance occurs or, if the employee is not in a position to know of the facts or event when they arose, then within 10 work days from when the employee reasonably should of known of the facts or event (but in no event longer than 20 work days). The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, the contract provision(s) alleged to have been violated, and the adjustment sought if known. The employee and the supervisor (or designee) shall meet to discuss the grievance. The supervisor shall give a written decision to the employee within 10 work days after receipt of the grievance.
- c. Step Three -- If the grievance is not resolved at Step Two, the grieving employee must refer the grievance, in writing, to Human Resources within 10 work days after the completion of Step Two. A Human Resources designee may meet with the grievant to discuss the grievance. The Human Resources designee shall give a written decision to the employee within 10 work days after receipt of the grievance.
- d. Step Four -- If the grievance is not resolved at Step Three, the grieving employee must refer the grievance to the Superintendent within 10 work days after the completion of Step Three. The Superintendent (or designee) may

meet with the grievant to discuss the grievance. The Superintendent shall give a written decision to the grievant within 15 work days after receipt of the grievance. The Superintendent's decision shall be final and binding unless the matter is subject to and appealed to Step Five (arbitration), below, in a timely manner.

- e. Step Five -- Except as limited below or otherwise provided in this Agreement, any grievance arising during the term of this Agreement, only, which is not resolved at Step Four may be submitted to arbitration by the Union submitting a written request therefor to the District's Superintendent within 15 work days after the completion of Step Four.
 - (i) Only the Union (i.e., no individual grievant) may move a grievance to Step Five.
 - (ii) No grievance regarding the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable shall be within the arbitrator's jurisdiction.
 - (iii) Following the written request for submission to arbitration, representatives of the District and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within 20 work days after the date of the receipt of the request for arbitration, then within 10 work days, the Union shall submit the grievance to the American Arbitration Association for processing. Upon a timely submission, the arbitrator shall be selected by alternating the option to strike names from a list of nine neutral arbitrators provided by the office of the American Arbitration Association responsible for administering labor arbitrations for southeast Michigan.
 - (iv) The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses.
 - (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure, but timeliness may be raised at any time.
 - (vi) The arbitrator's fee and expenses shall be borne equally by the parties to the proceeding. Each party shall be responsible for expense and compensation of its own witnesses or required participants. However, witnesses who are employed by the District shall be released from their duties to the extent necessary to participate as a witness or an aggrieved party to an arbitration proceeding at no expense to the Union. The Union agrees to keep the release time for witnesses to a minimum. Any other ex-

penses, including transcript costs, shall be borne by the party incurring such expenses.

(vii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate or benefit; (c) address any grievance of a probationary employee, (d) make any decision on any case in which the grieving party has alleged a violation of the Public Employment Relations Act, unless deferred to or ordered by MERC, or (e) construe this Agreement to limit the Board's discretion and rights except only as that discretion and those rights may be specifically limited by the express terms of this Agreement.

(viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the District. Any award of back compensation shall not predate the date of the grievance by more than 10 days except to the extent the ability to file a grievance earlier was solely caused by the District. Any award of back compensation shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages and attorney fees shall not be awardable by the arbitrator.

Section 4. The Union shall have the right to initiate a group grievance on grievances involving more than one employee at Step 3 of the grievance procedure within 15 days of the event giving rise to the grievance.

Section 5. It is understood that each employee is subject to an individual agreement to arbitrate disputes the employee may have with the District. The right to arbitrate per those individual agreements is subordinate to the right to arbitrate disputes under this Agreement. Therefore, any dispute which may be grieved under this Agreement must be processed through this Grievance Procedure and only this Grievance Procedure, and shall not be subject to any other grievance procedure or arbitration agreement.

ARTICLE 10 – PAID LEAVE

Section 1. Holidays

a. The District observes the following holidays:

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Five Days at Winter Break

Martin Luther King Day

Memorial Day

- b. Whenever a holiday falls on Saturday and Sunday, it will be observed on the preceding Friday or the following Monday. The District will publish its holiday schedule each year.
- c. Sick or other leave taken the day prior to or after a holiday may require medical documentation. If the workday before or after a holiday is not worked by the employee for any reason other than paid sick leave, the employee shall not be paid for the holiday.
- d. Employees are eligible to be paid for the above holidays provided they are otherwise normally scheduled to work on the day on which the holiday is observed and they also work the weekday immediate before and after the holiday. Eligible employees shall be paid based on their regular daily schedule for that day, up to 8 hours.

Section 2. Vacations

- a. Only Full Year employees (that is, employees who are not assigned to work an Academic Year schedule) are eligible for paid vacation time. An eligible Full Year employee's entitlement to earn vacation is based on the most recent employment anniversary date, per the following schedule. Employees that leave the District and return to the District at a future date will be treated as new employees for the purposes of vacation leave. For the purpose of this provision, employees who worked for either the Ypsilanti Public Schools or the Willow Run Community Schools as of June 15, 2013, but hired by the Ypsilanti Community Schools prior to September 1, 2013, shall use their most recent hire date by that employer as a full-time employee. Academic Year employees and other employees who are not classified as Full Year employees are not eligible for paid vacation.
- b. Full-time (Full Year) employees are eligible for paid vacation time as follows:
 - 1. Date of Hire until the end of the 4th Year of Continuous Service: After one month of service, and upon completion of each additional month of service through the end of the 4th year of service, vacation is earned at 6.67 hours per month of service for a total of 80 hours per full year of service.
 - 2. Beginning the 5th Year of Continuous Service through end of the 9th Year of Continuous Service: After 4 years of service, an employee is eligible to earn 10 hours or paid vacation time per month of service for a total of 120 hours per full year of service.
 - 3. After 9 Full Years of Continuous Service: After 9 full years of continuous service, an employee is eligible to earn 13.33 hours of paid vacation time per month of service for a total of 160 hours per full year of service.

- c. Regular Part-Time (Full Year) Employees are eligible for and accrue paid vacation time on a pro-rata basis as compared to full-time (Full Year) employees, based on the percentage of hours their regular weekly schedule is of 40 hours, and their maximum accruals and carryovers shall be similarly prorated.
- d. Full Year employees accrue vacation benefits during their probationary periods. However, during this period, this benefit time is not available for use until the probationary period is successfully completed. At the successful completion of this period, vacation accrual is retroactive to the date of hire.
- e. Vacation time for eligible Full Year employees is earned at the end of each full month of service. It is not earned during any month during which an unpaid leave of absence is taken, or during a paid leave that exceeds a maximum of 30 calendar days. Upon return to active status, regular accrual of vacation resumes.
- f. Scheduling and Maximum Accruals
 - 1. Selection of vacation dates must be scheduled and approved by the Full Year employee's supervisor before becoming effective. Vacations will normally not be approved during designated black-out periods, not to exceed 10 days per year. When the vacation time approved would subsequently interfere with the District's operations, such approval may be rescinded and the vacation time rescheduled. The District will not rescind an approved vacation request if the rescission would cause the employee a forfeiture of a travel deposit or prepayment.
 - 2. A maximum of 80 hours or 10 days of vacation eligibility may be carried over and taken in the following year. Vacation hours in excess of the maximum of 80 hours, if not used during the year, will no longer be available for use in the following year.
 - 3. Vacation may not be used to extend time away from work following the 12 weeks allowed for FMLA leave. Vacation leave must be used during FMLA and other illness-related leaves, after sick leave has been exhausted, pursuant to the applicable leave policies.
 - 4. Vacation days are to be taken in increments of at least 2 hours.
- g. If a holiday for which the Full Year employee is otherwise eligible is observed during the vacation leave of an employee, the holiday is not charged as a vacation day. If a serious illness occurs during the vacation leave, the time may be charged to sick leave. In these instances, proper medical documentation may be required.

- h. Unused earned vacation is paid to Full Year employees upon separation, provided they have completed at least 12 months of continuous service, have provided at least 4 weeks of prior notice of their voluntary separation or permanent layoff, and have otherwise followed established policies pertaining to leaving employment. Any employee who is discharged shall forfeit all accrued leave days for which they would otherwise be paid. Pay will be computed based on the rate earned at the time of separation.

Section 3. Paid Sick Leave Days

a. Accruals

1. Full-time (Full Year) employees shall earn sick leave with pay at the rate of 6.67 hours per month of active employment, to be earned at the end of the first full calendar month of employment for each full month of active employment thereafter (up to 80 hours per year). Active employment for purposes of accruing sick leave under this provision is defined as a completed calendar month during which no regular days of work are taken without pay. Also for the purposes of this Paid Sick Leave Day section, a full day shall be regarded as the employee's regularly scheduled workday.
 2. Full-time (Academic Year) employees shall earn 32 hours of sick leave per regular academic semester (fall or winter), as of the beginning of each academic semester. When employment begins after the beginning of an academic semester, sick leave accrual shall be prorated for that semester. In the event of separation for any reason during a regular Academic Year, however, any prorated portion of such accrual used but not earned shall be due to the District as an overpayment, and shall be deducted from the employee's last pay, if possible.
 3. Sick time may accrue to a maximum of 240 hours based on the employee's regular daily schedule.
 4. Regular part-time employees shall earn sick leave days on a pro-rata basis as compared with their full time counterparts. The maximum hours the employee will be allowed to accumulate will also be prorated.
 5. Unused sick time shall have no cash value upon termination of employment.
- b. Use of Sick Paid Leave - Sick leave shall not be used for the purpose of making extra time available, rather, it shall only be used to protect employees against sudden loss in pay due to the following:

1. Acute personal illness or incapacity, including childbirth;
2. Illness of an immediate family member (i.e., the employee's spouse, domestic partner, parent, or dependent child or other legal dependent) for which care by the employee is required;
3. Absence from work due to exposure to contagious disease which, according to public health standards, would constitute danger to the health of others by the employee's attendance at work; and
4. Medical and dental appointments which cannot be scheduled during non-work hours or during regular school breaks.
5. Sick leave shall be taken in half-day increments.
6. Sick leave taken the day prior or after a holiday may require medical documentation.
7. Frequent intermittent illnesses and/or absences will be brought to the attention of Human Resources. Human Resources will review with the supervisor and/or employee eligibility under the Family and Medical Leave Act (FMLA). Certification from a physician may be required confirming the illness in order for sick leave to be used. Accrued vacation must be used after accrued sick leave benefits are exhausted.
8. Abuse of sick leave or excessive absenteeism may subject the employee to discipline, up to and including discharge, as determined appropriate by the District.

Section 4. Paid Personal Business Leave Days

Eligible full-time and regular part-time Academic Year employees are eligible for up to one paid day in each academic year for personal business. Eligible full-time and regular part-time Full Year employees are eligible for up to 2 days in each fiscal year for personal business. Time earned will be prorated for partial years of service. This leave may be taken at any time of the year with supervisory approval, provided that the requested time does not interfere with the regular operations of the District. This leave is not cumulative and there is no cash value for unused days. Unused days, however, will be added to the employee's sick leave accrual, subject to the maximum sick leave hours accrual allowed. An employee becomes eligible for personal business leave after six months of employment. Time taken under this Section shall be limited to when the personal business (e.g., legal appointments) cannot be scheduled for times not interfering with the work schedule. Further in this regard, best efforts are always to be made to schedule time off under this Section in a manner not interfering with the employee's academic or instructional duties. For the purposes of this Paid

Personal Leave Days section, a full day shall be regarded as the employee's regularly scheduled workday.

Section 5. Paid Bereavement Leave Days

Full-time and regular part-time employees may be granted bereavement leave necessary for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's immediate family. Immediate family is defined as parent, child, spouse, domestic partner, grandparent, sibling, step-sibling, brother/sister-in-law, mother/father-in-law, or step-parent. Up to 3 days will be granted if needed for this purpose. Bereavement leave without pay may be extended beyond the 3 day allotment with the approval of the Human Resources Director (or designee). For the purposes of this Paid Bereavement Leave Days Section, a full day shall be regarded as the employee's regularly scheduled workday

Section 6. Jury Duty

Full-time and regular part-time employees called to serve on a jury at a court of record will be granted paid leave of up to 10 of their regularly scheduled workdays for this purpose. Paid time off in excess of 10 days will be considered on a case-by-case basis and must be approved by the Human Resources Director. Any per diem compensation received for jury service by the employee on paid jury duty leave will be turned over to the District or, at the District's discretion, setoff against the employee's pay. The employee must keep his/her supervisor informed as to the dates of jury duty, and the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.

Section 7. Military Duty

Full-time and regular part-time employees who must serve two weeks per year with the National Guard or Army Reserve will be granted leave from work with pay for this purpose. Any per diem compensation received by the employee will be turned over to the District or, at the District's discretion, setoff against the employee's pay.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

Section 1. General Unpaid Leave Policy

All employees may be granted unpaid leaves. Whenever possible, requests for unpaid leave must be made in advance, in writing, to the Human Resources Office and include a statement of the reason for the request. The granting of such requests for unpaid leave is at the District's discretion, and such factors as the employee's record and the impact such a leave will have on operations, will be considered.

- a. Unpaid leaves will normally be for a fixed duration of no more than 30 calendar days, with exceptions due to recovery from illness or disability or other extenuating circumstances considered. Leaves may be extended if requested before their expirations when possible, but for no longer than for a total of 90 calendar days, and not in addition to FMLA leave. The employee will normally be returned to his or her former position upon the conclusion of the leave, if it is available, or a substantially similar position. Failure to return to work as scheduled by the expiration of the leave will be deemed to be voluntary termination of employment.
- b. Subject to the terms, conditions, and limitations of applicable health plans, District sponsored health insurance benefits will continue for the duration of the leave. Employees on unpaid leave, greater than 14 calendar days, are responsible for a prorated monthly premium, based on the amount of unpaid leave, toward health insurance and must forward that contribution to the District on a monthly basis. (For instance, if an employee is on unpaid leave for 23 calendar days in March, then the employee has not worked 74% of that month. As a result, in addition to the amount the employee is normally responsible for per month towards the employee's coverages, the employee also will be responsible for 74% of the amount the District would otherwise contribute towards the premiums for the employee's coverage for that month.) Sick benefits, as may be applicable, will not continue to accrue during an unpaid leave of absence. Earning resumes upon return to active status.
- c. Employees may not engage in any other employment during any leave of absence unless approved by the District in advance. Violation of this requirement may result in termination.

Section 2. Family and Medical Leaves of Absence

The District provides employees who are eligible for leaves under the federal Family and Medical Leave Act in accordance with the requirements of the FMLA. The U.S. Department of Labor's general description of those rights is provided in Appendix A of this Agreement. For more details regarding the rights and obligations with respect to FMLA leaves as in effect from time-to-time, including special provisions with respect to instructional staff, may be found in the District's Employee Policy Manual. These summaries are provided to provide guidance to employees as to their statutory rights and the procedures they need to follow to exercise their rights. These summaries are not to be construed as providing employees' rights greater or less than what is required by the FMLA.

Section 3. Other Unpaid Leaves

- a. A leave of absence without pay and fringe benefits for up to one year may be granted at the District's discretion upon written application and under the following conditions:

- i. Application for such leave must be filed in writing with the Superintendent or designee at least 3 months in advance whenever possible. The Superintendent or designee may request information documenting the purpose of the leave.
 - ii. If the leave is approved, the applicant shall be given written notice by the District stating that failure to notify the Superintendent or designee by 60 days prior to the expiration of the leave of intent to return or requesting an extension of the leave constitutes an irrevocable voluntary resignation.
 - iii. No pay level increments nor seniority credits shall be accrued while on leave without pay of more than one month.
 - iv. Upon return from the leave, the applicant shall be placed in his/her former position, if available. If the position is not available, the applicant shall be placed in a substantially similar position, if available and if the employee is qualified for the position. All benefits earned previous to the leave shall be restored.
- b. Unpaid leaves may be requested for such reasons as family needs not covered by the FMLA, to pursue formal education, and other reasons not covered by the FMLA. In addition, if the employee is not FMLA leave eligible, then the employee may request an unpaid leave for reasons covered by the FMLA.

Section 4. Fitness for Duty

- a. Nothing in this Agreement limits the District's right to require an employee to undergo a fitness for duty exam or other medical exam (including drug or alcohol testing). Medical exams required by the District, other than with respect to exams required to determine if an employee is able to return from a leave of absence, shall be at the District's expense by a physician or clinic designated or approved by the District.
- b. Nothing in this Agreement limits the District's right to place an employee on a paid or an unpaid leave of absence.

Section 5. Employees whose group health coverage under the District's sponsored plans is suspended during an unpaid leave may continue their coverage at their own expense as permitted under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

ARTICLE 12 - WAGES AND INSURANCE BENEFITS

Section 1. Wages

- a. For the life of this Agreement, the base wage scale for unit employees shall be as follows:

<u>JOB CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Classroom Support Staff</u>					
Associate Teachers*	\$14.50	\$14.75	\$15.00	\$15.25	\$15.50
Paraprofessionals**	\$11.85	\$12.10	\$12.35	\$12.60	\$12.85
Self Contained Stipend	+\$0.25	+\$0.25	+\$0.25	+\$0.25	+\$0.25
POHI Stipend	+\$1.00	+\$1.00	+\$1.00	+\$1.00	+\$1.00
ELL/Tech/RCTC Aides***	\$13.85	\$14.10	\$14.35	\$14.60	\$14.85
<u>Clerical Staff</u>					
Secretaries	\$16.60	\$17.00	\$17.40	\$17.80	\$18.20
Receptionists***	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00
<u>Buildings/Grounds Staff</u>					
Lead Custodians	\$16.15	\$16.40	\$16.65	\$16.90	\$17.15
Custodians	\$15.55	\$15.80	\$16.05	\$16.30	\$16.55
Skilled Trades****	\$21.70	\$22.20	\$22.70	\$23.20	\$23.70
Utility Trades	\$17.70	\$18.20	\$18.70	\$19.20	\$19.70
Groundkeepers	\$16.65	\$16.90	\$17.15	\$17.40	\$17.65
Drivers/Utility Workers	\$16.15	\$16.40	\$16.65	\$16.90	\$17.15
<u>Food Service Staff</u>					
Lead Cooks	\$11.65	\$12.15	\$12.65	\$13.15	\$13.65
Assistant Cooks	\$10.15	\$10.65	\$11.15	\$11.65	\$12.15
Servers	\$10.00	\$10.25	\$10.75	\$11.00	\$11.25

*Associate Teachers employed as Associate Teachers as of July 1, 2015, shall receive a market adjustment protection stipend of \$3.25 per hour.

**For the life of this Agreement, paraprofessionals employed by the District as of September 3, 2013 shall be paid a transition stipend of \$0.45 per hour.

***Employees in these designated classifications employed in those classifications as of July 1, 2015 shall receive, in lieu of the rates provided above, an increase to their base wage of \$0.25 effective upon the effective date of this Agreement, another increase to their base wage of \$0.25 effective July 1, 2016, and another increase to their base wage of \$0.25 effective July 1, 2017.

****Licensed Trades or Journeymen

- b. (i) Upon the effective date of this Agreement, employees subject to the triple asterisk, above, shall be paid per the terms of that asterisked statement.

(ii) Upon the effective date of this Agreement, all paraprofessionals and secretaries shall be placed on the step equal to the number of full academic years of service to the District plus 1, so that those hired prior to September 1, 2013 shall be placed on Step 3 for the balance of the 2015-16 contract year.

(iii) Upon the effective date of this Agreement, all employees other than those referenced in (i) and (ii), above, shall be placed on Step 3 for the balance of the 2015-16 contract year.
- c. For employees hired after the effective date of this Agreement, for the period of their probation they shall be paid at the Step 1 rate less \$0.25.
- d. Non-probationary employees shall be eligible to move one full step on each August 1 occurring during the life of this Agreement provided i) they were employed and working for the District prior to the immediately preceding January 15th, and ii) they received an annual evaluation final assessment of “effective” or “highly effective”.

Section 2. Health, Dental, Vision, Life and ADD, and LTD Insurance

- a. The health, dental, vision, life and LTD insurance made available to unit employees during the term of this Agreement shall be the same as that made generally available to other employees of the District. Only employees regularly scheduled to work at least 30 hours per week over the course of their applicable work years shall be eligible for District contributions towards those premiums as provided below.
- b. i. As of the effective date of this Agreement, the annualized total contribution by the District towards these premiums shall be \$5,000.00 (or \$416.67 per month of employment).

ii. Effective on January 1, 2016, the annualized total contribution by the District towards these contributions shall be \$5,125.00 (or \$427.09 per month of employment), reflecting the percentage increase to the single subscriber State of Michigan hard cap (per Act 152 of 2011) from that in effect for 2015.

iii. Effective on January 1, 2017, the annualized total contribution by the District towards these contributions for 2016 shall be increased by the

percentage increase to the State of Michigan hard cap for 2017 as compared to that in effect for 2016.

- iv. Effective on January 1, 2018, the annualized total contribution by the District towards these contributions for 2017 shall be increased by the percentage increase to the State of Michigan hard cap for 2018 as compared to that in effect for 2017.

ARTICLE 13 - STRIKES AND LOCKOUTS

- Section 1. So long as this Agreement is in effect, and for so long as strikes by employees covered by this agreement are not permitted under Michigan law, the Union will not cause, nor sanction its members to cause, nor encourage any member of the Union take part in any strike against the District, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with District's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the District, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.
- Section 2. Any employee who violates the proscriptions of this provision will be treated in accordance with applicable State laws.
- Section 3. During the life of this Agreement, the District shall not lockout any employees covered hereunder.

ARTICLE 14 – PARTIAL INVALIDITY, WAIVER, ENTIRE AGREEMENT AND AMENDMENT

- Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the 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 all of 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 District and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters 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.
- Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the

extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon such a determination, either party may seek to bargain with regard to the effect thereof by submitting written notice of an intent to bargain.

Section 3. This Agreement constitutes the full and complete agreement between the District and the Union, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

Section 4. This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE 15 - DURATION

Section 1. This Agreement shall remain in full force and effect upon ratification by both parties through June 30, 2018.

Section 2. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

**YPSILANTI COMMUNITY SCHOOLS
EDUCATIONAL SUPPORT STAFF
ASSOCIATION, MEA/NEA**

YPSILANTI COMMUNITY SCHOOLS

By: _____
Signature Title

By: _____
Signature Title

By: _____
Signature Title

Date: _____

By: _____
Signature Title

By: _____
Signature Title

By: _____
Signature Title

Date: _____

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

MEMORANDUM OF UNDERSTANDING

As part of the negotiations of the initial collective bargaining agreement between the parties, the parties discussed the desire for laid-off employees to receive notices of postings of unit positions while laid-off but still eligible for recall. To accomplish this, the District will endeavor to accommodate that desire by developing a process consistent with the following:

1. Employees on layoff status may ask to receive via email notices to their personal (non-District) email accounts of any postings in unit positions during the period they are laid-off but still eligible for recall. Such requests must be made in writing and dated and submitted to the Human Resources Office.

2. Employees who so register will be sent notices of these postings at the same time the postings are provided to active employees in the unit.

The District will strive to have this system in place within 60 days of the effective date of the parties' initial collective bargaining agreement. If the District discovers that the implementation of this accommodation is not technically or economically practicable, it will promptly so notify the Union, in writing.

FOR THE YPSILANTI COMMUNITY
SCHOOLS EDUCATIONAL SUPPORT
PROFESSIONALS ASSOCIATION

FOR THE
YPSILANTI COMMUNITY SCHOOLS

Dated: _____

Dated: _____