

COLLECTIVE BARGAINING AGREEMENT

between the

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

and the

Ypsilanti Community Schools

2024-2027

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ARTICLE I – 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 grounds keeping 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 school 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 probationary 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.

Each paraprofessional is entitled to one (1) fifteen-minute break daily. If you do not use your break, you will not receive additional compensation.

Section 3

10-month employees who normally work on days their respective school programs are in regular session and as otherwise scheduled by the District. Whenever the schools are closed due to inclement weather, all employees shall not be required to report to their job assignments and shall suffer no loss of salary. Certain employees may be designated as the "Emergency Work Force" and will be expected to report to work. "Emergency Work Force" employees shall be paid for the same period as those not reporting to work, and

additionally shall receive straight pay for hours worked equal or less than 8 hours. Pay for snow day hours paid but not worked will not be counted toward over-time.

Section 4

- a. Custodial overtime, i.e. work within the custodian's list of assigned duties; will be offered to custodial staff pursuant to the following order of preference:
 1. Custodians who have signed their name to the overtime list.
 2. Custodians regularly scheduled in the building where the overtime is to take place.
 3. Lowest number of overtime hours accumulated amongst eligible custodians.

An email will be sent, prior to the start of each new school year, asking who would like to be included on the custodial overtime list. Only those custodians who reply and indicate they would like to be included on the overtime list will be eligible for overtime for the year.

Should no custodial staff volunteer to work overtime, it shall be compulsory starting with the lowest senior custodial staff member.

Overtime will be offered to all custodians via email from the Custodial Supervisor or Director of Facilities. After receiving email notice of overtime, staff will have 24 hours to reply and ask to be considered for the overtime. Actual overtime hours worked, refusal of overtime, and no response will be counted as overtime worked for the purposes of calculating who has the lowest accumulated total of overtime. If an employee is off from work on the day the overtime is offered their lack of response will not count as hours of overtime worked. Overtime totals pursuant to the above guidelines will be updated following each overtime offering and sent to all eligible staff via email bi-monthly.

- b. All unit employees will receive overtime pay under the following conditions:
 1. Time and one-half (1½) for all authorized hours worked over (8) hours in any one day worked, unless working an authorized four ten hours shifts. Hours exceeding (10) in one day for those working the four ten schedule, will be paid at time and one-half (1½).
 2. Time and one-half (1 ½) for all authorized hours worked over 40 hours in any one work week. Holiday and Vacation hours will count as hours worked during the week for purposed of calculating total hours in a week, but PTO time will not.
 3. Time and one-half (1 ½) for all authorized hours worked on a Holiday. It is noted the bargaining unit member will receive their regular holiday pay and the additional time and one-half (1 ½) for the hours.

- c. Use of Temporary Workers

Temporary staff shall not be used to circumvent the distribution of overtime otherwise eligible to be performed by unit employees on weekends. Temporary staff may be used as substitutes to fill vacancies Monday through Friday.

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 advance 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.

Section 10 Associate Teachers return to work

Associate Teachers will return to work when Lead Teachers return for the beginning of the school year.

Section 11 Transportation employees

Transportation employees work week shall be Monday through Friday. Drivers and Monitors working both an a.m. and p.m. route shall be guaranteed four (4) hours of work per day; if an employee works only an a.m. or p.m. route the employee shall be guaranteed two (2) hours work; and if an employee works a midday route the employee shall be guaranteed one (1) hour work, including any applicable required pre-trip and post trip duties. All work performed by a driver or monitor on a given day shall count toward meeting the daily guarantee. The district reserves the right to assign other work to the employee in order to meet the

guarantee.

After Bid Runs:

- Additional runs that are added after the bid must be posted. Until such time as the run is bid on and awarded, the run will be assigned on an interim basis.

Additional Compensation When Students Are Added to Runs:

- This clause does not take effect until the Swipe Card System becomes fully functional.
- Transportation employees will receive compensation for fifteen (15) or more additional children.
- The amount of compensation will be determined by the association bargaining team and administration upon the swipe card system being fully functional.

Bid Meeting Guidelines:

- An equal number of people from both the association and management will come up with the guidelines.
- This shall be communicated no later than 4 weeks prior to the next bid meeting. Once this is accomplished, a Letter of Agreement (LOA) must be voted on and approved by the transportation association membership.

Section 12 Parent Teacher Conferences

Paraprofessionals/Associate Teachers may attend parent-teacher conferences upon approval of the classroom teacher and building administrator.

Paraprofessional/Associate Teachers will receive their hourly wage for attendance at this conference.

Section 13 Staff Meetings

Paraprofessionals are compensated for 1 staff meeting per month. This is optional for the employee. The administrator will designate which staff meeting the paraprofessional may attend.

Section 14 Preschool Friday Compensation

Preschool staff work Monday through Thursday with no breaks or planning time to meet the Licensing and Regulatory Affairs (LARA) guidelines. Due to this practice all preschool staff get a ½ day for planning and a ½ day for lunch on Fridays. In the event that Preschool has students on Friday to adjust for necessary hours of instruction preschool staff will be compensated at their regular hourly rate for those functions in addition to their regular compensation for those hours. All Preschool staff must report for their allotted preparation time on Friday.

If the district schedules professional development on Friday's, Preschool staff will be compensated at their regular compensation a full day for a full day and a half day for a half day in addition to their regular salary. Staff must be present at professional

development to receive compensation. Timesheets will be submitted to payroll by the building administrator to validate these extra hours.

Fall home visits are built into the preschool calendar prior to face-to-face instruction. If the district schedules spring home visits on Fridays, staff will be compensated. Preschool staff will be compensated at their regular compensation for the day in addition to their regular salary. Staff must be present at home visits to receive compensation.

Section 15 Attendance Stipend

- 0 days missed \$1000.00
- 1-2 days missed \$ 500.00

**PTO days used during Spring Break do not count against attendance stipend. This will begin as of the date of ratification by both parties. Vacation time is not included toward this provision. These are the only exceptions to the attendance stipend.*

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 maybe 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.

Section 4

Working out of Classification

In the event that unit employees perform the type of work of higher paid unit employees, they shall receive the pay rate of the classification that they are working under at the first step level or their current rate of pay, whichever is

higher.

Section 5 Notice of Opening

All job openings in the Facilities Department will be posted on the district website and current district employees, in good standing, who apply and who are qualified, will be considered.

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

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. 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.

- b. 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 have 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 expenses, 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

The District observes the following holidays:

- Independence Day (12 month employees only)
- Ten (10) Days Winter Break
- Labor Day
- Martin Luther King Day
- Memorial Day
- Thanksgiving Day
- Day after Thanksgiving

- a. Whenever a holiday falls on Saturday or Sunday, it will be observed on the preceding Friday or the following Monday. The District will publish its holiday schedule each year.
- b. Paid time off (PTO) taken the day prior to or after a holiday may only be taken with prior approval through Human Resources or if ill, may require medical documentation. If these requirements are not met the employee shall not be paid for the holiday.

- c. 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 immediately before and after the holiday. Eligible employees shall be paid based on their regular daily schedule for that day.

Section 2 Vacations

- a. Only Full Year employees (12-month 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. 10-month employees and other employees who are not classified as Full Year employees are not eligible for paid vacation.
- b. Full-time (12 month) 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 the end of the 9th Year of Continuous Service: After 4 years of service, an employee is eligible to earn 10 hours of 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 (12-month) Employees are eligible for and accrue paid vacation time on a pro-rata basis as compared to full-time (12-month) 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. 12-month 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 12-month 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 12-month 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 96 hours or 12 days of vacation eligibility may be carried over and taken in the following year. Vacation hours in excess of the maximum of 96 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 (12 month) 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 (12 month) 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 PTO Days

a. Accruals

1. Full-time (12 month) employees shall earn PTO 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 PTO 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 PTO Day section, a full day shall be regarded as the employee's regularly scheduled workday.
2. Full-time (10 month) employees shall earn 32 hours of PTO 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, PTO 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. PTO time may accrue to a maximum of 350 hours based on the employee's regular daily schedule.
4. Regular part-time employees shall earn PTO days on a prorated basis as compared with their full-time counterparts. The maximum hours the

employee will be allowed to accumulate will also be prorated.

5. Unused PTO time shall have no cash value upon termination of employment.

b. Use of PTO

1. More than 3 consecutive PTO days may require medical documentation.
2. PTO must be used in half day increments based on your regular daily work hours.
3. In addition to accrued PTO time, eligible full-time (10 month) and regular part-time (10 month) Academic Year employees are eligible for up to one paid day in each academic year. Eligible full-time and regular part-time 12-month employees are eligible for up to 2 days in each fiscal year. Time earned will be prorated for partial years of service. Unused days, however, will be added to the employee's PTO accrual, subject to the maximum PTO hours accrual allowed. For the purposes of this PTO section, a full day shall be regarded as the employee's regularly scheduled workday.
4. During Spring Break an employee may use PTO to cover up to 1 day.

c. Exhausted PTO Time

Use of unpaid PTO days must have a doctor's note if PTO is exhausted.

Section 4 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 5 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 6 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 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 or 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 are 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:

2024-2025

JOB CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Classroom Staff					
Associate Teachers (Hired Before July 1, 2015)	\$20.87	\$21.15	\$21.44	\$21.73	\$22.01
Associate Teachers	\$17.15	\$17.44	\$17.72	\$18.01	\$18.29
Paraprofessionals**	\$16.09	\$16.37	\$16.65	\$16.93	\$17.22
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***	\$16.40	\$16.69	\$16.97	\$17.26	\$17.55
Clerical Staff					
Secretaries	\$19.55	\$20.01	\$20.47	\$20.92	\$21.37
Receptionists***	\$14.28	\$14.58	\$14.86	\$15.15	\$15.43
Building/Ground Staff					
Lead Custodian	\$19.03	\$19.32	\$19.60	\$19.89	\$20.52
Custodians	\$18.35	\$18.63	\$18.92	\$19.21	\$19.49
Skilled Trades****	\$25.38	\$25.95	\$26.52	\$27.09	\$27.67
Utility Trades	\$20.80	\$21.71	\$21.95	\$22.52	\$23.09
Groundkeepers	\$19.58	\$19.89	\$20.17	\$20.47	\$20.75
Drivers/Utility Workers	\$19.03	\$19.10	\$19.60	\$19.89	\$20.17
Food Service Staff					
Lead cooks	\$14.85	\$15.40	\$15.95	\$16.50	\$17.05
Assistant cooks	\$13.75	\$14.30	\$14.85	\$15.40	\$15.95
Servers	\$13.48	\$14.03	\$14.58	\$15.13	\$15.68
Transportation					
Bus Drivers	\$23.61	\$25.01	\$25.85	\$26.70	\$27.53
Bus Monitors	\$17.16	\$18.28	\$19.40	\$20.53	\$21.65

Retroactive pay goes back to July 1, 2024 for employees hired before June 30, 2024, those hired after July 1, 2024 will be paid retroactive pay on a prorated amount. These monies shall be paid within 30 days after the ratification by both parties.

2025-2026

JOB CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Classroom Staff					
Associate Teachers (Hired Before July 1, 2015)	\$21.28	\$21.58	\$21.87	\$22.16	\$22.45
Associate Teachers	\$17.49	\$17.78	\$18.08	\$18.37	\$18.66
Paraprofessionals**	\$16.41	\$16.70	\$16.99	\$17.27	\$17.56
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***	\$16.73	\$17.02	\$17.31	\$17.60	\$17.90
Clerical Staff					
Secretaries	\$19.94	\$20.41	\$20.88	\$21.34	\$21.80
Receptionists***	\$14.56	\$14.87	\$15.16	\$15.45	\$15.74
Building/Ground Staff					
Lead Custodian	\$19.41	\$19.70	\$19.99	\$20.29	\$20.93
Custodians	\$18.71	\$19.01	\$19.30	\$19.59	\$19.88
Skilled Trades****	\$25.88	\$26.47	\$27.05	\$27.63	\$28.22
Utility Trades	\$21.22	\$22.15	\$22.38	\$22.97	\$23.55
Groundkeepers	\$19.97	\$20.29	\$20.58	\$20.88	\$21.16
Drivers/Utility Workers	\$19.41	\$19.48	\$19.99	\$20.29	\$20.58
Food Service Staff					
Lead cooks	\$15.15	\$15.71	\$16.27	\$16.83	\$17.39
Assistant cooks	\$14.03	\$14.59	\$15.15	\$15.71	\$16.27
Servers	\$13.74	\$14.31	\$14.87	\$15.43	\$15.99
Transportation					
Bus Drivers	\$24.08	\$25.51	\$26.37	\$27.23	\$28.08
Bus Monitors	\$17.50	\$18.65	\$19.79	\$20.94	\$22.08

2026-2027

JOB CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
Classroom Staff					
Associate Teachers (Hired Before July 1, 2015)	\$21.71	\$22.01	\$22.31	\$22.60	\$22.90
Associate Teachers	\$17.84	\$18.14	\$18.44	\$18.73	\$19.03
Paraprofessionals**	\$16.74	\$17.03	\$17.33	\$17.61	\$17.91
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***	\$17.06	\$17.36	\$17.66	\$17.96	\$18.25
Clerical Staff					
Secretaries	\$20.34	\$20.82	\$21.30	\$21.77	\$22.24
Receptionists***	\$14.85	\$15.16	\$15.46	\$15.76	\$16.06
Building/Ground Staff					
Lead Custodian	\$19.80	\$20.10	\$20.39	\$20.69	\$21.34
Custodians	\$19.09	\$19.39	\$19.68	\$19.98	\$20.28
Skilled Trades****	\$26.40	\$27.00	\$27.59	\$28.19	\$28.78
Utility Trades	\$21.64	\$22.59	\$22.83	\$23.43	\$24.02
Groundkeepers	\$20.37	\$20.69	\$20.99	\$21.30	\$21.58
Drivers/Utility Workers	\$19.80	\$19.87	\$20.39	\$20.69	\$20.99
Food Service Staff					
Lead cooks	\$15.45	\$16.02	\$16.59	\$17.17	\$17.74
Assistant cooks	\$14.31	\$14.88	\$15.45	\$16.02	\$16.59
Servers	\$14.02	\$14.59	\$15.16	\$15.74	\$16.31
Transportation					
Bus Drivers	\$24.56	\$26.02	\$26.89	\$27.78	\$28.65
Bus Monitors	\$17.85	\$19.02	\$20.19	\$21.36	\$22.52

Upon ratification of this contract, Secretaries and Associate Teachers will have the option to move to a 24 pay schedule.

Section 2 Longevity

This payment shall be paid at the end of the school year.

Staff who have finished their 6th year, shall receive \$750.00.

Staff who have finished their 7th year, shall receive \$850.00.

Staff who have finished 8 years shall receive \$1000.00 and continue each year following.

Section 3 Classroom Coverage

- a. When an employee substitutes for a classroom teacher, the employee shall receive their regular pay and a stipend in the amount of \$30.00 per day.

Paraprofessionals cannot be substitute teachers unless they have the qualifications accepted by Michigan Department of Education (MDE) and there are no substitutes available.

Section 4 Mentoring

Building Secretary

- a. In the event a new building secretary is hired or additional support is needed, a secretary will be designated to mentor. They will receive a stipend of \$500.00 for the school year. This position may be shared but not to exceed \$500.00 per year.
- b. Release time for mentoring must be approved by administration.
- c. CPR, CPI and communication etiquette may be taken with administrator approval.

Paraprofessionals

- a. Every new paraprofessional shall be assigned a mentor for one (1) school year. The mentor shall be selected from the new paraprofessional's assigned building when possible.
- b. Paraprofessionals interested in serving as a mentor shall email their administrator. A mentor will be chosen by their building administrator. A mentor may not exceed three (3) mentees.
- c. If additional mentors are needed the above procedure will be followed.
- d. Mentors shall be required to meet with their mentee one (1) time per month, September through May, and maintain the mentor log located in the Appendix. The mentor log must be submitted by June 15th of each contract year.

- e. If a mentor or mentee resigns during the school year, payment will be prorated.
- f. Payments to mentors shall be made the last pay in June.
- g. Payment - \$500.00 per mentee

Section 5 Shift Premium

Shift premium shall apply to all custodial/maintenance/grounds who are regularly scheduled to work a shift that begins at 2:00 p.m. or later. Employees will be paid a shift differential in accordance with the salary schedules and premiums in this article over the hourly contract rates of pay

Shift Premium Rate

Shift premium of \$.25 per hour for hours worked per the above schedule.

An employee who is on paid leave or not working the scheduled afternoon shift shall not receive the shift premium. Any employee that chooses to work days will not receive premium.

Section 6 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. The District shall contribute annually, the medical portion of the State Single Hard Cap Amount/Rate. The Single Cap Amount/Rate is also applied to the Two Person and Full Family plans; as recognized by past practice.
- c. \$500 Cash in lieu shall be paid at the end of the calendar year to all unit employees who have participated in Only Pak B (100% District sponsored plan) and shall be prorated based on said participation. Participation in plans other than Pak B which require an employee contribution, are not eligible to receive cash in lieu for those months.

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, 2027.

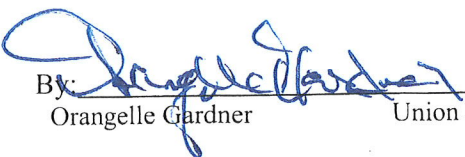
Section 2

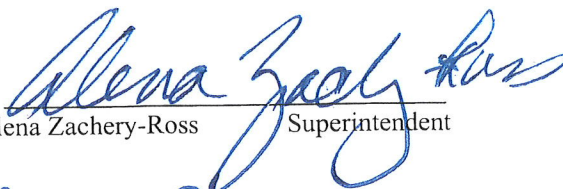
This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

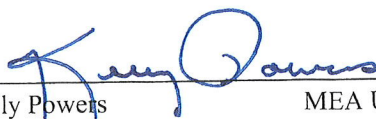
IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

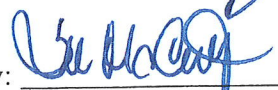
**YPSILANTI COMMUNITY SCHOOLS
EDUCATIONAL SUPPORT STAFF
ASSOCIATION, MEA/NEA**

YPSILANTI COMMUNITY SCHOOLS

By: 
Orangelle Gardner Union President

By: 
Alena Zachery-Ross Superintendent

By: 
Kelly Powers MEA Uniserv

By: 
Sue McCarty Director of Human Resources

Date: 5/13/25

Date: 5/13/25

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit [dol.gov/fmla](https://www.dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME



MESSA In-Network Plan Comparison - Effective 1/1/2025
Ypsilanti Community Schools - All Employees

	MESSA Choices \$500/\$1,000 0% MESSA Saver Rx	MESSA Choices \$500/\$1,000 20% 3-Tier Rx with Mandatory Mail	MESSA ABC Plan 1 \$1,650/\$3,300 HSA 0% MESSA ABC Rx	Essentials by MESSA \$375/\$750 20% Essentials by MESSA Rx
In-Network Cost Share After Deductible				
Deductible	\$500/\$1,000	\$500/\$1,000	\$1,650/\$3,300	\$375/\$750
Coinsurance	0%	20%	0%	20%
Teladoc 24/7 care for minor illnesses, injuries and mental health	\$20	\$20	0%	\$10
Teladoc Health virtual primary care	\$20	\$20	0%	\$25
Office visit	\$20	\$20	0%	\$25
Specialist visit	\$20	\$20	0%	\$50
Urgent care	\$25	\$25	0%	\$50
Emergency room	\$50	\$50	0%	\$200
Total out-of-pocket maximum	\$2,500/\$5,000	\$4,500/\$9,000	\$2,650/\$5,300	\$9,200/\$18,400
Certain Benefit Differences (cost share is applied after deductible is met)				
Chiropractic manipulations	38 visits per calendar year, including therapeutic massage; 100% after ded.	38 visits per calendar year, including therapeutic massage; 80% after ded.	38 visits per calendar year, including therapeutic massage; 100% after ded.	12 visits combined per calendar year; \$25 copay applies
Osteopathic manipulations	38 visits per calendar year; 100% after ded.	38 visits per calendar year; 80% after ded.	38 visits per calendar year; 100% after ded.	
Outpatient physical, occupational and speech therapy	60 visits combined per calendar year; 100% after ded.	60 visits combined per calendar year; 80% after ded.	60 visits combined per calendar year; 100% after ded.	30 visits combined per calendar year, including therapeutic massage by an approved provider (excludes massage therapist); 80% after ded.
Bariatric surgery	100% after ded.	80% after ded.	100% after ded.	Not covered
Acupuncture	100% after ded.	80% after ded.	100% after ded.	Not covered
Hearing aids	100% up to a max. benefit after ded.	80% up to a max. benefit after ded.	100% up to a max. benefit after ded.	Not covered

MESSA Choices Medical plan highlights



Effective Date: 1/1/2025

MESSA Account: Ypsilanti Community Schools

Employee Group:

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100% of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your MyMESSA account or call the MESSA Member Service Center at 800-336-0013 or TTY 888-445-5614.

Plan features	In-network
Annual deductible The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$500 individual/\$1,000 family
Medical copayment A fixed amount you pay for a medical visit.	\$20 Teladoc Health 24/7 care for minor illnesses, injuries and mental health, \$20 Teladoc virtual primary care visit, \$20 office visit for medical, mental health and/or substance use disorder treatment, \$20 specialist visit, \$25 urgent care, \$50 emergency room, if not admitted
Medical coinsurance A fixed percentage you pay for a medical service.	20%
Prescription drug coverage Subject to prescription copayments and coinsurance.	3-Tier Rx with Mandatory Mail
Annual out-of-pocket maximums The most you have to pay for covered medical services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Prescription: The most you have to pay for prescription copayments and coinsurance in a calendar year.	Medical: \$2,500 individual/\$5,000 family Prescription: \$2,000 individual/\$4,000 family
In-network preventive care – no cost to you	
Preventive care Certain services such as annual exams, screenings, childhood and adult immunizations, and certain preventive medications.	Prenatal and postnatal care Prenatal and postnatal doctor visits.
In-network services subject to deductible and applicable copayment	
Emergency room (ER) Copayment waived if admitted or due to an accidental injury.	Mental health and substance use disorder - outpatient care
Office visit e.g. primary care physician, obstetrics and gynecology and pediatric visits.	Specialist visit

Essentials by MESSA Medical plan highlights



Effective Date: 1/1/2025

MESSA Account: Ypsilanti Community Schools

Employee Group:

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100% of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your MyMESSA account or call the MESSA Member Service Center at 800-336-0013 or TTY 888-445-5614.

Plan features	In-network
Annual deductible The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	375 individual/\$750 family
Medical copayment A fixed amount you pay for a medical visit.	\$10 Teladoc Health 24/7 care for minor illnesses, injuries and mental health, \$25 Teladoc Health virtual primary care visit, \$25 office visit for medical, mental health and/or substance use disorder treatment, \$25 chiropractic and osteopathic manipulations, \$50 specialist visit, \$50 urgent care, \$200 emergency room, if not admitted
Medical coinsurance A fixed percentage you pay for a medical service.	20%
Prescription drug coverage Subject to prescription copayments and coinsurance.	Essentials by MESSA
Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.	\$9,200 individual/\$18,400 family Your out-of-pocket maximum is subject to change each Jan. 1 according to the maximum limit allowed by the Affordable Care Act.
Covered service	In-network cost share
Preventive care Certain services such as annual exams, screenings, childhood and adult immunizations, and certain preventive medications.	No cost to you
Prenatal and postnatal care Prenatal and postnatal doctor visits.	
In-network services subject to deductible and applicable copayment	
Allergy testing and therapy Subject to deductible and coinsurance Specialist visit copayment may apply.	Chiropractic and Osteopathic manipulations Up to a combined 12 visits per calendar year.

MESSA Choices Medical plan highlights



Effective Date: 1/1/2025

MESSA Account: Ypsilanti Community Schools

Employee Group:

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100% of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your MyMESSA account or call the MESSA Member Service Center at 800-336-0013 or TTY 888-445-5614.

Plan features	In-network
Annual deductible The amount you pay for health care services before your health insurance begins to pay. If one member of the family meets the individual deductible, but the family deductible has not been met, MESSA will pay for covered services for that member only. Covered services for the remaining family members will be paid when the family deductible has been met. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	\$500 individual/\$1,000 family
Medical copayment A fixed amount you pay for a medical visit.	\$20 Teladoc Health 24/7 care for minor illnesses, injuries and mental health, \$20 Teladoc virtual primary care visit, \$20 office visit for medical, mental health and/or substance use disorder treatment, \$20 specialist visit, \$25 urgent care, \$50 emergency room, if not admitted
Medical coinsurance A fixed percentage you pay for a medical service.	0%
Prescription drug coverage Subject to prescription copayments and coinsurance.	Saver Rx
Annual out-of-pocket maximums The most you have to pay for covered medical services in a calendar year, including deductible, applicable coinsurance and copayments. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximums. Prescription: The most you have to pay for prescription copayments and coinsurance in a calendar year.	Medical: \$1,500 individual/\$3,000 family Prescription: \$1,000 individual/\$2,000 family
In-network preventive care – no cost to you	
Preventive care Certain services such as annual exams, screenings, childhood and adult immunizations, and certain preventive medications.	Prenatal and postnatal care Prenatal and postnatal doctor visits.
In-network services subject to deductible and applicable copayment	
Emergency room (ER) Copayment waived if admitted or due to an accidental injury.	Mental health and substance use disorder - outpatient care
Office visit e.g. primary care physician, obstetrics and gynecology and pediatric visits.	Specialist visit

MESSA ABC Plan 1

Medical plan highlights



Effective Date: 1/1/2025

MESSA Account: Ypsilanti Community Schools

Employee Group:

In-network health care benefits for you and your covered dependents

All services must be **medically necessary** and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100% of the cost or the applicable out-of-network cost share amounts. For coverage details, go to messa.org to log in to your MyMESSA account or call the MESSA Member Service Center at 800-336-0013 or TTY 888-445-5614.

Plan features	In-network
Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.	Single coverage: \$1650 2-Person & Family coverage: \$3300 Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans. When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.
Medical coinsurance A fixed percentage you pay for a medical service.	0%
Prescription drug coverage Under federal law governing HSA-eligible plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See free preventive prescriptions below.	MESSA ABC Rx
Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.	Single coverage: \$2650 2-Person & Family coverage: \$5300
In-network services covered at no cost to you	
Free preventive prescriptions MESSA ABC covers an extensive list of free preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.	No cost to you
Preventive care Certain services such as annual exams, screenings, childhood and adult immunizations, and certain preventive medications.	
Prenatal and postnatal care Prenatal and postnatal doctor visits.	



MENTORSHIP PROGRAM

RECORD OF MENTORSHIP



RECORD OF MENTORSHIP

Directions: This form should be completed by both the mentee and the mentor at the beginning of the school year. This form must be completed, signed, and submitted to the Human Resources Office by June 1st of the school year. Forms submitted after this date will result in a delay of compensation.

School Year		Mentee Year	
Mentee Name		Mentor Name	
Grade	Subject	Position	

Individualized Development Plan - Goals	
Goal #1	
Goal #2	
Goal #3	

Initial	Meeting Date	Meeting Time	Length of Meeting	Total hours	Notes

Central Office Only | Received by _____ Initials _____ Date _____



RECORD OF MENTORSHIP

Mentee Compensation Section		Mentor Compensation Section	
# of Meetings Attended		# of Meetings Attended	
Mentee Compensation		Mentor Compensation	
Signature		Signature	
Date		Date	

Central Office Only | Received by _____ Initials _____ Date _____